

UNOFFICIAL COPY 285-3

86609657 6 5 7

15⁰⁰

QUITCLAIM DEED

The Grantor, CITY OF CHICAGO, a Municipal Corporation of the State of Illinois, (hereinafter referred to as the "Grantor") for and in consideration of SIXTY THOUSAND DOLLARS AND 00/100 (\$60,000.00), conveys and Quitclaims, pursuant to the Urban Renewal Consolidation Act of 1961 to **MOUNT SINAI HOSPITAL MEDICAL CENTER, California & 15th Street, Chicago, Illinois**, (hereinafter referred to as the "Grantee") all interest and title of the Grantor in the following described property:

LOT 4 IN SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 6 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2707 W. Ogden. Permanent Index Number(s): 16-14-214-013-0000 *A 01 mt*

Further, this Quitclaim deed is made and executed upon, and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the Property hereby conveyed and are to be taken and construed as running with the land, and the Grantee hereby binds itself and its successors, assigns, grantees and lessees to these covenants and conditions which covenants and conditions are as follows:

FIRST: The Grantee shall devote the Property hereby conveyed only to the uses specified in the applicable provisions of the Redevelopment Plan dated November 30, 1982 and approved by the Chicago City Council pursuant to Ordinance passed December 8, 1982 or approved modifications thereof, and the uses set forth in the contract for the sale of said Property between Grantor and Grantee dated March 16, 1983 (the "Contract").

SECOND: The Grantee shall pay real estate taxes or assessments on the Property hereby conveyed or any part thereof when due. Prior to completion, the Grantee shall not encumber the Property except for financing the acquisition and construction of the development provided for herein.

MAIL TO: Anne L. Fredd, Earl L. Neal & Associates
111 W. Washington St., Suite 1010
Chicago, Illinois 60601

I HEREBY DECLARE THIS DEED REPRESENTS A TRANSACTION EXEMPT UNDER PARAGRAPH b, SECTION 4 OF THE REAL ESTATE TRANSFER TAX ACT AND EXEMPT UNDER PARAGRAPH b OF SECTION 200.1-2B OF CITY OF CHICAGO ORDINANCES *Rita K... ..*

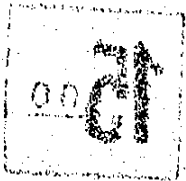
86609657

70-05-59 69 165-50-01

OX 333-HV

UNOFFICIAL COPY

00000000



OFFICIAL DEED

The Grantor, CITY OF CHICAGO, a municipal corporation of the State of Illinois, (hereinafter referred to as the "Grantor") for and in consideration of SIXTY THOUSAND DOLLARS AND NO/100 (\$60,000.00), conveys and certifies, pursuant to the Urban Renewal Authorization Act of 1961 to WYNE SINAI ESSENTIAL MEDICAL CENTER, California & 15th Street,

Chicago, Illinois, (hereinafter referred to as the "Grantee") all interest and title in and to certain real estate located in the City of Chicago, Illinois, to-wit:

LOT 4 OF SUBDIVISION NO. 1001 & IN BLOCK 1 IN COOK AND ADJACENT ALLOTMENT OF THE WEST END OF THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD WESTERN MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: WYNE SINAI ESSENTIAL MEDICAL CENTER
Map No. 1001-1001-1001

Further, this Deed is made and recorded upon, and is subject to certain express conditions, covenants, and restrictions and covenants being part of the condition of the property hereby conveyed and are to be taken and construed as covenants, conditions and restrictions and as to themselves and the successors, assigns, grantees and lessees to these covenants and restrictions which are set forth and as follows:

FIRST: The Grantee shall devote the property hereby conveyed only to the use specified in the application for the development plan filed November 20, 1961 and approved by the Chicago City Council pursuant to Ordinance passed October 9, 1961 or approved legislative charter, and the use set forth in the contract for the sale of said property between Grantor and Grantee dated March 16, 1961 (the "Contract").

SECOND: The Grantor shall pay and satisfy taxes or assessments on the property hereby conveyed or any part thereof when due. Prior to completion,

the Grantee shall not encumber the property except for financing the acquisition and construction of the development provided for herein.

WITNESSED my hand and seal of office this 10th day of March, 1961.
J. W. Washington, Jr., Clerk
Chicago, Illinois 60601

00000000

100-1001-1001

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY, CHICAGO, ILLINOIS, ON MARCH 16, 1961, AT 10:00 AM.

UNOFFICIAL COPY

"Construction" shall include architects', surveyors' and attorneys' fees; shall also include title, escrow and financing charges. Further, the Grantee shall not suffer any levy or attachment to be made or any other encumbrance or lien to attach until the Grantor certifies that all building construction and other physical Improvements specified to be done and made by the Grantee have been completed.

THIRD: The Grantee shall commence promptly the construction of the aforesaid Improvements on the Property hereby conveyed in accordance with the construction plans approved by Grantor and shall prosecute diligently the construction of said Improvements to completion; Provided, that, in any event, construction shall commence within Six (6) months from the date of this Quitclaim Deed and shall be completed within Eighteen (18) months from the commencement of such construction.

FOURTH: Until the Grantor certifies that a part of, or all of the aforesaid Improvements specified to be done and made by the Grantee have been completed, the Grantee shall have no authority to convey the Property hereby conveyed or any part thereof without the prior written consent of the Grantor except when provisions for partial conveyances are made in the Contract, or to a mortgagee or trustee under a mortgage or deed of trust permitted by this Quitclaim Deed. Where the Property is acquired by a legal entity there shall be no transfer by any party owning a ten percent (10%) or more interest in said entity or any other significant change in the constitution of said entity until said Certificate of Completion is issued.

FIFTH: The Grantee agrees for itself and any successor in interest not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental or in the use or occupancy of the Property hereby conveyed or any part thereof or of any Improvements erected or to be erected

86609657

UNOFFICIAL COPY

"Construction" shall include all buildings, structures, improvements, and appurtenances, and shall also include utility, access and landscaping matters. Further, the Grantor shall not suffer any loss or detriment to be made or any other encumbrance of the land to which this deed relates and all building construction and other physical improvements specified to be done and made by the Grantor have been completed.

THIRD: The Grantor shall commence promptly the construction of the proposed improvements on the property hereby conveyed in accordance with the construction plan approved by the Grantor and shall proceed diligently to completion of said improvements to the extent that, in any event, construction shall commence within six (6) months from the date of this instrument and shall be completed within fifteen (15) months from the commencement of such construction.

FOURTH: Grant the Grantor covenants that a part, all, or all of the proposed improvements specified to be done and made by the Grantor have been completed, the Grantor shall have no authority to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor except when provision for further conveyances are made in the Contract, or to a mortgagee or lender under a mortgage or deed of trust provided by this instrument. When the property is sold by a legal entity there shall be no liability of any party owing a loan pursuant to (11) or more interest in said entity or any other stipulations change in the constitution of said entity shall said Certificate of Completion is issued.

FIFTH: The Grantor agrees for itself and any successor in interest not to discriminate upon the basis of race, color, or national origin in the sale, lease, or rental or in the use or occupancy of the property hereby conveyed or in any improvements located on or to be erected

RECORDED

UNOFFICIAL COPY

0 8 5 9 2 6 5 7

thereon or any part thereof.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on December 8, 2022. The covenants and agreements contained in covenants numbered SECOND, THIRD and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments on the Property hereby conveyed or any part thereof. The covenant numbered FIFTH shall remain in effect without any limitation as to time.

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 authorized (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage, itself) shall not be obligated by the provisions of this Deed to construct or complete the construction of the Improvements 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. Nothing in this Section or any Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any Improvements thereon, other than those uses or Improvements provided or permitted in the Urban Renewal Plan and this Agreement. In the event the Grantee wishes to make any changes in regard to the Property's use, such change and respective site plans must be approved by

86609657

UNOFFICIAL COPY

division or any part thereof.

The provisions and agreements contained in the covenant numbered FIRST shall remain in full force and effect, and the provisions and agreements contained in the covenants numbered SECOND, THIRD and FOURTH shall terminate on the date the transfer takes the effect of completion of registration as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the grantor from his obligation to pay real estate taxes or assessments on the property hereby conveyed or any part thereof. The covenant numbered FIRST shall remain in full force and effect as to the

hereinafter described any of the provisions of this deed, including but not limited to those which are intended to be severable and running with the land, the holder of any mortgage or trust deed authorized (including any holder who obtains title to the property or any part thereof as a result of foreclosure proceedings, or action in law or equity, but not including (a) any other party who thereafter obtains title to the property or any part thereof or through such holder or (b) any other purchaser of the property or any part thereof) shall not be obligated by the provisions of this deed to conduct or control the construction of the improvements or to guarantee any construction or completion of such improvements, nor shall any covenant or any other provision in this deed be construed to so obligate such holder. Nothing in this section or any section or provision of this instrument shall be deemed or construed to permit or authorize any such holder to invade the property or any part thereof to any use, or to conduct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan and this agreement. In the event the grantor wishes to make any change in regard to the property's use, such change and respective site plans must be approved by

31:000022A

UNOFFICIAL COPY

86609657

the Department of Housing.

Except as otherwise provided in this Deed, in the event of any default in or breach of the agreements or covenants herein contained, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

Promptly after the completion of the above mentioned Improvements, in accordance with the provisions of the Construction Plans, the Grantor will furnish the Grantee with an appropriate instrument so certifying in accordance with the terms of the Contract. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Contract of Sale and in this Quitclaim Deed with respect to the construction of the Improvements and the dates for beginning and completion thereof; Provided, that, if there is, upon the Property, a mortgage insured or held or owned by the Federal Housing Administration, and the Federal Housing Administration shall have determined that all buildings constituting a part of the Improvements and covered by such mortgage are, in fact, substantially completed in accordance with the Construction Plans, and are ready for occupancy, then, in such event, the Grantor and the Grantee shall accept the determination of the Federal Housing Administration as to such completion of the construction of the Improvements in accordance with Construction Plans, and, if the other agreements and covenants in the Agreement obligating the

86609657

UNOFFICIAL COPY

the Department of Housing.

Except as otherwise provided in this lease, in the event of any default in or breach of the covenants or conditions herein contained, by either party hereby, or any successors to such party, then and there, such party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event such party fails to cure or remedy such default or breach or to proceed to do so within the time specified in the notice, the other party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceeding to complete or complete performance by the party in default or breach of its obligation.

Promptly after the completion of any above mentioned improvements, in accordance with the provision of the Construction Plans, the Grantor will furnish the Grantee with an itemized statement so certifying in accordance with the terms of the lease that such improvements (and if shall be so provided in the certificate) shall be a conclusive determination of satisfaction and completion of the improvements and covenants in the Contract of Sale and the Grantee shall accept to the satisfaction of the Grantee the improvements and the terms hereof and completion thereof; provided, that, in the event the Grantee, or any assignee thereof, or any other party, shall give written notice to the Grantee, and the Grantee shall accept to the satisfaction of the Grantee that such improvements and covenants are substantially completed in accordance with the Construction Plans, and are ready for occupancy, then, in such event, and unless the Grantee shall accept the determination of the Grantee, or any assignee thereof, as to such completion of the construction of the improvements and covenants in the Construction Plans, and, if the other statements and covenants in the Agreement stipulating the

APP0000221

UNOFFICIAL COPY

86609657

Grantee in respect of the construction and completion of the Improvements have been fully satisfied, the Grantor shall forthwith issue its certification.

The certification provided for in the paragraph above shall be in such form as it will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property hereby conveyed. If the Grantor shall refuse or fail to provide such certification, the Grantor shall, within thirty (30) days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail what acts or measures will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Quitclaim Deed in its part have been complied with and all things necessary to constitute this Quitclaim Deed, a valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Quitclaim Deed on its part have been and are in all respects authorized in accordance with the law.

IN WITNESS WHEREOF, the 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 9th day of December, 1985.

CITY OF CHICAGO,

BY: Harold Washington
HAROLD WASHINGTON, Mayor

ATTEST:

WALTER S. KOZUBOWSKI, City Clerk

86609657

UNOFFICIAL COPY

...in respect of the construction and completion of the improvements have been fully satisfied, the Grantor shall forthwith execute the certification.

The certification provided for in the paragraphs above shall be in such form as it will enable it to be recorded in the proper office for the

recording of deeds and other instruments pertaining to the property hereby conveyed. If the Grantor shall refuse to execute such certification,

the Grantor shall, within thirty (30) days after written request by the Grantee, provide the Grantee with a written statement indicating in substance

details with facts or reasons why it is necessary, in the opinion of the Grantor, for the Grantee to cause or procure to obtain such certification.

The Grantee certifies that all conditions precedent to the valid execution and delivery of this instrument have in the past been complied

with and all things necessary to complete this instrument have been done and that the

execution and delivery of this instrument have been done and that the

execution and delivery of this instrument have been done and that the

execution and delivery of this instrument have been done and that the

execution and delivery of this instrument have been done and that the

execution and delivery of this instrument have been done and that the

execution and delivery of this instrument have been done and that the

execution and delivery of this instrument have been done and that the

execution and delivery of this instrument have been done and that the

80000221

BY: [Signature]
JACQUES WASHINGTON, Mayor

BY: [Signature]
WALTER S. KOSCIUSKO, City Clerk

CITY OF CHICAGO

UNOFFICIAL COPY

8 6 6 0 9 6 5 7

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 DEC 19 PM 3:05

86609657

I, MARY M. DOODY, a Notary Public in and for said County, in the State aforesaid, do hereby certify that HAROLD WASHINGTON, personally known to me to be the Mayor of the City of Chicago, a municipal corporation, and WALTER J. KOZUBOWSKI, 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 persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me severally acknowledged that as such Mayor and Clerk, 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 City of Chicago, as their 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 9th day of December, 1985.

Mary M. Doody
NOTARY PUBLIC

(SEAL)

My commission expires 8-11-87.

This instrument was prepared by:

RITA L. LEWANDOWSKI
ASSISTANT Corporation Counsel
121 N. LaSalle Street
Room 511, City Hall
Chicago, Illinois 60602
Telephone: 744-8731

86609657

UNOFFICIAL COPY

STATE OF ILLINOIS)
 COUNTY OF COOK)

72000000

2000

... a body ...
 ... the ...
 ... known to ...
 ... generally known to ...
 ... and ...
 ... and ...
 ... and ...
 ... and ...
 ... and ...
 ... and ...
 ... and ...
 ... and ...

... of ...

...

...

...

72000000