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86626457

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 FIVE HUNDRED THOUSAND and 0/100THS DOLLARS (\$500,000.00) conveys and Quitclaims, pursuant to ordinance adopted August 28, 1986 to FATHER & SON PIZZERIA, INC., an Illinois Corporation located at 2475 N. Milwaukee Avenue, Chicago, Illinois 60647 (hereinafter referred to as the "Grantee") all interest and title of the Grantor in the following described real property (hereinafter referred to as the "Property"):

LOTS 1 THRU 5 AND 7 THRU 37 (EXCEPT THOSE PARTS OF LOTS 1, 2, 3, 4, 5, 36 AND 37 TAKEN FOR OGDEN AVE.) ALSO THE 12 FT. VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT 7, ALL IN L.E. DEWOLFF'S SUBDIVISION OF LOTS 162 AND 163 IN BUTTENFIELD'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL OF W. LUTZ PLACE, NOW VACATED, AS LAID OUT IN SAID L.E. DEWOLFF'S SUBDIVISION (EXCEPT PART TAKEN FOR OGDEN AVE.)

THAT PART OF THE EAST 15 FT. OF NORTH FRONTIER ST., NOW VACATED, LYING SOUTH OF THE SOUTH LINE OF N. NORTH AVE., EXTENDED, AND NORTH OF THE SOUTH LINE OF LOT 20 IN SAID L.E. DEWOLFF'S SUBDIVISION, EXTENDED WEST.

AREA NORTH OF R.O.V. = 56,377.63 S.F.

Commonly known as: 609-43 W. NORTH AVENUE
1445-47 N. FRONTIER STREET, CHICAGO,
ILLINOIS

Permanent Index Number(s): 17-04-104-001-0000,
17-04-104-002-0000, 17-04-104-003-0000,
17-04-104-004-0000, 17-04-104-005-0000,
17-04-104-006-0000, 17-04-104-007-0000,
17-04-104-008-0000, 17-04-104-009-0000,
17-04-104-010-0000, 17-04-104-011-0000,
17-04-104-012-0000, 17-04-104-013-0000,
17-04-104-014-0000, 17-04-104-015-0000,
17-04-104-016-0000, 17-04-500-008-0000,

Further, this Quitclaim 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 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 only to the uses specified in the applicable provisions of the Redevelopment Plan June, 1967 approved by the Chicago City Council pursuant to Ordinance passed December 20, 1967 including any amendments approved by the City Council prior to the date of this Quitclaim Deed, and the uses set forth in the Contract for the Sale of

*EXEMPT UNDER PROVISIONS OF PARAGRAPH 5, SECTION 4, REAL ESTATE TRANSFER ACT, AND PARAGRAPH 5, SEC. 200.1-2B6 OF THE CHICAGO TRANSACTION TAX ORDINANCE.

ATTORNEY-AT-LAW

12-30-86

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7-20-90

COOK COUNTY CLERK'S OFFICE

TO: THE HONORABLE JUDGE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FROM: THE HONORABLE JUDGE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
SUBJECT: [Illegible text]

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, ILL. 60602
TELEPHONE: 312-603-1000

- 13-04-1001-0001
- 13-04-1001-0002
- 13-04-1001-0003
- 13-04-1001-0004
- 13-04-1001-0005
- 13-04-1001-0006
- 13-04-1001-0007
- 13-04-1001-0008
- 13-04-1001-0009
- 13-04-1001-0010

[Illegible text]

[Illegible text]

13-90-200
[Handwritten notes and signatures]

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Land and Redevelopment for said Property (hereinafter referred to as the "Contract") between Grantor and Grantee dated December 5, 1986.

SECOND: The Grantee shall pay real estate taxes or assessments on the Property or any part thereof when due. Prior to the issuance by Grantor of a Completion Certificate (as hereinafter defined), the Grantee shall not encumber the Property, except to secure financing for the acquisition of the Property and construction of the improvements contemplated by the Contract. The Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property until the Grantor issues a Completion Certificate.

THIRD: The Grantee shall promptly commence the construction of the aforementioned improvements on the Property in accordance with Construction Plans approved by the Grantor and shall diligently proceed with the construction of said improvements to completion; provided, that, in any event, construction of said improvements 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 in writing that the aforesaid improvements have been completed, the Grantee shall have no right to convey the Property except as heretofore permitted by this Quitclaim Deed. For purposes of this section convey includes the assignment of a beneficial interest in a land trust. Where the Property is acquired by a corporation, partnership or similar 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 a full Completion Certificate is issued.

FIFTH: The Grantee agrees for itself and any successor in interest not to discriminate upon the basis of race, religion, color, sex, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any part thereof or of any improvements erected or to be erected thereon or any part thereof.

The covenants and agreements contained in the covenant numbered **FIRST** shall terminate on November 14, 2018. The covenants and agreements contained in covenants numbered **SECOND**, **THIRD** and **FOURTH** shall terminate on the date the Grantor issues the Completion Certificate 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 or any part thereof. The covenant numbered **FIFTH** shall remain in effect without any limitation as to time.

In the event that subsequent to the conveyance of the Property or any part thereof and prior to delivery of a Completion Certificate by the Grantor, the Grantee defaults in or breaches any of the terms or conditions of the Contract which have not been cured or remedied within the period and in the manner provided for in the Contract, the Grantor may re-enter and take possession of the Property and terminate the estate conveyed by this Quitclaim Deed, and such title, rights and interests of the Grantee, or any assigns or successors in interest, to and in the Property shall revert to the Grantor. Said right of re-entry by the Grantor upon the happening of an event

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1. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois.

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3. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois.

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6. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois.

7. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois.

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subsequent to the conveyance shall terminate upon the issuance of a Completion Certificate by the Grantor.

Notwithstanding any of the provisions of this Quitclaim 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 or a holder who obtains title to the Property as a result of foreclosure of such mortgage or trust deed shall not be obligated by the provisions of this Quitclaim 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 Quitclaim Deed be construed to so obligate such holder. Nothing in this Section or any Section or provision of this Quitclaim 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 Redevelopment Plan and the Contract.

For purposes of the foregoing paragraph a holder of any mortgage or trust deed does not include a party who acquires title to the Property from or through such holder, or a purchaser at a foreclosure sale other than the holder of the mortgage which is the subject to such foreclosure proceeding.

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 the Department of Economic Development.

Promptly after the completion of the above mentioned improvements, in accordance with the provisions of the approved Construction Plans, the Grantor will furnish the Grantee with an appropriate instrument so certifying in accordance with the terms of the Contract (the "Completion Certificate"). The Completion Certificate shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Contract 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 approved 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 the approved Construction Plans, and, if the other agreements and covenants in the Contract obligating the Grantee in respect to the construction and completion of the improvements have been fully satisfied, the Grantor shall forthwith issue its Completion Certificate.

The Completion Certificate shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If the Grantor shall refuse or fail to provide the Completion Certificate, the Grantor shall, within forty-five (45) 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 the Completion Certificate.

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Property of Cook County Clerk's Office

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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 the 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 8th day of December, 1986.

CITY OF CHICAGO,

BY:


HAROLD WASHINGTON, Mayor

ATTEST:


WALTER S. KOZUBOWSKI, City Clerk

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Date: 11/15/84
To: [Redacted]
From: [Redacted]
Subject: [Redacted]

Property of Cook County Clerk's Office

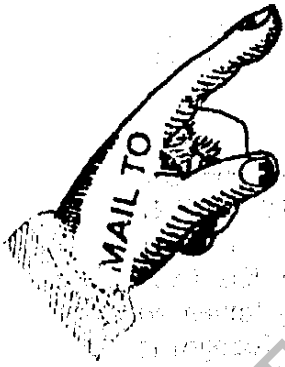
[Handwritten Signature]
[Redacted]
[Redacted]

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MAIL TO: THOMAS N. TODD
ONE NORTH LASALLE
SUITE 2250
CHICAGO, IL 60602
(312)236-9476

CLERK OF COOK COUNTY
JAN 1 1981
CHICAGO, ILLINOIS



Property of Cook County Clerk's Office

COOK COUNTY

CHICAGO, ILL. 60602
JAN 1 1981

THOMAS N. TODD
ONE NORTH LASALLE
SUITE 2250
CHICAGO, ILL. 60602
TELEPHONE: (312) 236-9476