8 6 3 2 0 1 0 4

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 EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($18,750.00), conveys and Quitclaims, pursuant to ordinance adopted January 23, 1985 to **LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 35068,** (hereinafter referred to as the "Grantee") all interest and title of the Grantor in the following described property:

> LOT 12 IN BLOCK 3 OF DUNCAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
>
> Commonly known as: 23 South Sangamon St., Chicago, Illinois. Permanent Index Number(s): 17-17-207-009 and 010.

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 or approved modifications thereof, and the uses set forth in the Contract for the sale of said Property.

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.

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 6 OF CITY OF CHICAGO ORDINANCES.

86320104

86320103

"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 aforementioned improvements on the Property hereby conveyed in accordance with the said Construction Plans and shall prosecute diligently the construction of said improvements to completion; Provided, that, in any event, construction shall commence within nine (9) 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. For purposes of this section convey includes the assignment of a beneficial interest in the above trust. 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 a full Certificate of Completion 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

of satisfaction and termination of the agreements and covenants in the Contract of Sale and in this Quitclaim Deed obligation the Grantee and its successors and assigns, with respect to the construction of the Improvements and the dates of beginning and completion thereof.

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 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 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 28th day of July, 19 86.

CITY OF CHICAGO,

BY: Harold Washington
HAROLD WASHINGTON, Mayor

ATTEST: Walter S. Kozubowski
WALTER S. KOZUBOWSKI, City Clerk

8 6 3 2 0 1 0 4

STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, Jory Wishnoff, 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 28th day of July, 19 86.

Jory Wishnoff
NOTARY PUBLIC

86320104

(SEAL)

My commission expires June 13, 1989.

This instrument was prepared by:

KATHLEEN RANSFORD
Assistant Corporation Counsel
121 N. LaSalle Street
Room 511, City Hall
Chicago, Illinois 60602
Telephone: 744-6974

DEPT-01 RECORDING $14.25
T#3333 TRAN 7236 07/28/86 16:05:00
#2033 # A *-86-320104
RAVE COUNTY RECORDER

14 MAIL

86320104

Steve Gistensen, Esq.
Doran, Wiss, & Schultz
30 N. LaSalle
Suite 3000
Chicago, Ill. 60602