

QUITCLAIM DEED
(Illinois)
(Corporation to Individual)

(Corporation to Individual)

COOK COUNTY, ILLINOIS
FILED FOR RECORD

CAUTION Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

1987 AUG 10 AM 11:57

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CA 7071570

THE GRANTOR THE CITY OF HARVEY, a municipal

a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois for the consideration of One Dollar and other good and valuable consideration-----DOLLARS, in hand paid, and pursuant to authority given by the ~~Board~~ City Council of said corporation, CONVEYS and QUIT CLAIMS TO

#18.00

(The Above Space For Recorder's Use Only)

RAFUR CABOT RAGLAND and JOHNITA RAGLAND, his wife

(NAME AND ADDRESS OF GRANTEE)

all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

Lot 13 (Except the North 3 feet) and the North 1/2 of Lot 14 in Block 61 in the Subdivision of Blocks 56 to 61 in South Lawn a Subdivision of Section 17 and the South 1/2 of Section 9, Township 36 North, Range 14 East of The Third Principal Meridian, in Cook County, Illinois,

SUBJECT TO: The terms and provisions of a certain Homesteading Agreement attached hereto as Exhibit A and made a part hereof.

PIN 29-17-108-029 All CAD 100

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Mayor President, and attested by its Clerk Secretary, this 6th day of June, 19 87

IMPRESS CORPORATE SEAL HERE

THE CITY OF HARVEY, A MUNICIPAL CORPORATION
BY David N. Johnson Mayor PRESIDENT
ATTEST June McLaren Clerk SECRETARY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that David Johnson personally known to me to be the Mayor President of the City of Harvey, a municipal

IMPRESS NOTARIAL SEAL HERE

corporation, and June McLaren personally known to me to be the Clerk Secretary of said 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 severally acknowledged that as such Mayor President and Clerk 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 City Council of said corporation, 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 official seal, this 8th day of June 1987

Commission expires October 31, 1989 [Signature] NOTARY PUBLIC

This instrument was prepared by STEVEN P. BLOOMBERG, 305 W. Briarcliff, Bolingbrook, IL 60439

MAIL TO:

MOSS AND BLOOMBERG, LTD.
Attorneys & Counselors at Law
305 W. Briarcliff Rd.
P.O. Box 1158
Bolingbrook, Illinois 60439

ADDRESS OF PROPERTY:
15226 Loomis
Harvey, IL 60426
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED
SEND SUBSEQUENT TAX BILLS TO:
same (Name)
(Address)

OR

RECORDER'S OFFICE BOX NO BOX 333 - HV

Record under provisions of Paragraph 8, Section 4, Real Property Transfer Tax Act, 1980-87

AFFIX "RIDERS" OR REVENUE STAMPS HERE

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QUIT CLAIM DEED

Corporation to Individual

TO

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

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HOMESTEADING AGREEMENT

THIS AGREEMENT is entered into this 29th. day of June 1987, by and between the City of Harvey, Illinois ("City") and Rafur Cabot Ragland and Johnita Ragland, his wife ("Homesteader").

W I T N E S S E T H :

WHEREAS, the City has undertaken an Urban Homesteading Demonstration Program, following the format of the Housing and Community Development Act of 1984, and

WHEREAS, the Department of Planning and Development for the City is the authorized public agency responsible for administering the Urban Homesteading Demonstration Program in Harvey, Illinois, and

WHEREAS, the City conducted a lottery and Homesteaders were granted the right to be a participant in the Urban Homesteading Demonstration Program and Homesteader is desirous of participating in said Program.

NOW, THEREFORE, the City and the Homesteader mutually agree:

1. Promise to Convey Homesteading Property. The City promises and agrees to convey by Quit-Claim Deed title to the property located in the City of Harvey, Illinois at:

Lot 13 (Except the North 3 feet) and the North 1/2 of Lot 14 in Block 61 in the Subdivision of Blocks 56 to 61 in South Lawn a Subdivision of Section 17 and the South 1/2 of Section 8, Township 36 North, Range 14 East of The Third Principal Meridian, in Cook County, Illinois,

more commonly referred to as 15226 Loomis, Harvey, Illinois, ("Homestead") to the Homesteader in return for one dollar (\$1.00) and other valuable consideration subject to the Homestead residency requirement specified in paragraph 2, below and subject to the terms and conditions

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set out in paragraphs 2 through 16 of this Agreement. In the event any one or more of the conditions are not satisfied, City reserves the right to notify Homesteader of the breach or violation as provided in Paragraph 17 of this Agreement and thereafter have the title vested in the City.

2. Homestead Residency Requirements: The Homesteader promises and agrees to reside continuously in the Homestead as his principal place of residence for a period of five (5) consecutive years, beginning no later than one year from the date of this Agreement, unless the one year period is extended for an additional specific period by the City and is set forth in a written stipulation upon the showing of good cause by the Homesteader. This Agreement is null and void after the aforementioned time period.

3. Repairs Prior to Occupancy, Health and Safety Violations: The Homesteader promises and agrees to make or cause to be made those repairs required to satisfy minimum health and safety standards as determined by the City in conformity with the City's housing code. The Homesteader further promises and agrees to have those repairs, which are determined to pose a danger to health and safety, completed and approved by the City prior to occupancy of the Homestead within one year of the date of this Agreement. Since occupancy will not be approved by the City until these conditions are met, the City strongly recommends that these repairs be made within 90 days.

4. Schedule of Progress: The Homesteader promises and agrees to bring the Homestead up to minimum code standards, including building, plumbing, electrical and fire code standards, within three years of the date of this Agreement. The Homesteader further promises and agrees to follow the Schedule of Progress established by the City for rehabilitating

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the Homestead, which may include improvements designed to enhance the habitability, appearance, utility and/or security of the Homestead but which are not required to meet minimum code standards.

5. Repayment of Home Improvement Loan: As a condition to title as set forth in paragraph 1 of this Agreement, the Homesteader promises and agrees to pay in full any Home Improvement Loan according to its terms which loan was in any way used to rehabilitate the Homestead.

6. Fire and Liability Insurance: The Homesteader promises and agrees to carry at all times adequate fire and liability insurance on the Homestead and on any improvements made thereon, with such insurance to be approved by the City and with the City named as co-insured. Such insurance shall be obtained no later than seven (7) days from the date of this Agreement.

7. Loss or Damage to Homestead; Insurance Proceeds to the City: The Homesteader promises and agrees to give immediate written notice to the City in the event of loss or damage to the Homestead. The Homesteader authorizes the City to provide a proof of loss in the event of fire or other casualty to any insurance carrier on the Homestead and further authorizes and directs the Homestead insurer to make payment for such loss or damage directly to the City and not to the Homesteader and the City jointly. The Homesteader further understands and agrees that the insurance proceeds, or any part thereof, may be applied by the City at its discretion either to reimburse the Homesteader for improvements or investment made, or to be used for the restoration or repair of the damaged Homestead.

8. Periodic Inspections; Photographs of Work Progress: The Homesteader promises and agrees that so long as the City has an interest in the Homestead, both the City and the U. S. Department of Housing and

Urban Development, or their respective agents, together or separate shall have the right to inspect the Homestead upon written notification of the approximate time of the inspection, which notification is mailed return receipt requested, to the Homestead at least forty-eight (48) hours before the proposed inspection begins. The Homesteader further promises and agrees to permit the City and/or the U. S. Department of Housing and Urban Development, during the course of those periodic inspections, to take photographs of all work progress being made in the Homestead for publicity and/or record purposes.

9. Homesteader Records of Labor, Materials, and Money Spent:

The Homesteader promises and agrees to maintain proper and accurate records of all labor, materials, and money spent on the rehabilitation of the Homestead. The Homesteader further promises and agrees that those records will be kept in a single place and be made available to the City upon request.

10. Maintenance of Homestead; Prevention of Waste: The Homesteader promises and agrees to take reasonable care of the Homestead and the improvements made thereon and not to commit or permit any waste nor do any act which would impair or depreciate the value of the Homestead.

11. Certificate of Completion; City Certification: The Homesteader promises and agrees that any agreement negotiated between the Homesteader and any home improvement contractor to do work under this program will contain a provision requiring that the Homesteader sign a Certificate of Completion, following the inspection and approval of the work performed, as well as a Certificate of Completion to be signed by the City, prior to final payment being made to the contractor. The Homesteader further promises and agrees to obtain permission and the

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approval of the City that he possesses the necessary skills to perform properly any rehabilitation work he wishes to undertake on his own, prior to undertaking that work.

12. No Lien Contracts; Payment of Debts: The Homesteader promises that any agreement between the Homesteader and any home improvement contractor or supplier shall be a no lien contract. The Homesteader further promises that he will pay when due any and all debts incurred for work or supplies connected with rehabilitation of the Homestead.

13. Compliance with Rules, Regulations, Directives and Other Related Materials: The Homesteader promises and agrees after he receives actual notice of any written rules, regulations, circulars, memoranda, directives, and amendments to those regarding the activities of the City's Urban Homesteading Program, that he will comply with them. He further promises and agrees to comply with any additional reasonable terms which the City may require in order to insure that the rehabilitation of the Homestead property is successfully completed, including any permits or approvals required under this Agreement or City codes.

14. Material Breach: The failure on the part of the Homesteader to comply with any one or more of the provisions of this Agreement shall constitute a material breach of the Agreement. A material breach of the Agreement can TERMINATE THE HOMESTEADER'S RIGHT TO TITLE AND OCCUPANCY OF THE HOMESTEAD, AND ALL RIGHT, TITLE, AND INTEREST IN AND TO THE HOMESTEAD CAN REVERT TO THE CITY AFTER THE CITY FOLLOWS THE PROVISIONS OF PARAGRAPH 17 OF THIS AGREEMENT.

15. Grace Period for Material Breach: The City, in its discretion, may grant the Homesteader, in writing, an additional specific period of time within which to comply with the terms and conditions of the Agreement if the Homesteader is in material breach. The granting of

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a grace period shall not be deemed a waiver of any material breach. The additional period of time shall not exceed federal deadlines or the grace period allowed by Illinois law.

16. Forfeiture and Damages for Material Breach: A material breach of this Agreement by the Homesteader shall cause a forfeiture by the Homesteader to the City of any and all improvements made to the Homestead and can cause the City to have a reconveyance deed recorded by the escrowee as more specifically set forth in Exhibit A attached hereto and made a part hereof. In addition, the City shall be entitled to recover from the Homesteader as damages, a reasonable sum for the fair rental value of the Homestead from the date of this Agreement until the date of the material breach. Should the Homesteader fail to surrender voluntarily the possession of the Homestead to the City upon receiving a notice in writing of a material breach and a request to surrender the Homestead, the City shall be entitled to recover as damages the fair rental value of the premises until such time as the City is lawfully placed in exclusive possession thereof.

17. Notice and Hearing: In the event of a material breach or violation of one or more of the provisions of this Agreement, City shall serve notice of said breach or violation on Homesteader either personally or by certified mail, return receipt requested. The notice shall specify the material breach or violation of the Agreement, the action, if any, required to abate the violation and the time period within which the violation is to be abated and the penalty for the breach or violation. Together with the written notice, Homesteader is to be advised of the time, place and date for a hearing before the Joint Board of Building Code and Fire Prevention Appeals of the City. The penalty may be the termination of Homesteader's right to title and

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