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Official Business

LIS PENDENS NOTICE

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City of Chicago IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT—CHANCERY DIVISION

CITY OF CHICAGO  
A Municipal Corporation

Plaintiff,

AMERICAN NATIONAL BK&TC OF CHICAGO #56354  
33 NORTH LASALLE  
CHICAGO, ILLINOIS 60602

FASHION BUG  
4760 S. KEDZIE  
CHICAGO, ILLINOIS 60632

89M1-401310

NO.

\$1.60

Defendant(s)

I, the undersigned, do hereby certify that the above entitled cause was filed in the above Court

on the \_\_\_\_\_ day of APR 04 1989

for \_\_\_\_\_ and is now pending in said Court and that the  
(Kind of Action)

property affected by said cause is located at the following address:

4760 S. KEDZIE

and described as follows: SEE LEGAL & MAP ATTACHED SHEET, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Signature Judson H. Miner  
Corporation Counsel  
City of Chicago

By: William E. Casby  
Assistant Corporation Counsel

Room 810, City Hall  
Chicago, Illinois 60602

- OR -

Deposit in Box No. COOK COUNTY, ILLINOIS  
Recorder's Office

1989 APR 13 PM 9:47

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19-11-201-039

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QUITCLAIM DEED

\$16.00

The Grantor, CITY OF CHICAGO, a Municipal Corporation of the State of Illinois, (hereinafter referred to as the "Grantor") for and in consideration of EIGHT HUNDRED SIXTEEN THOUSAND NINE HUNDRED SIXTY-SEVEN AND 30/100 DOLLARS (\$816,467.30), conveys (and Quitclaims, pursuant to ordinance adopted April 18, 1985 to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 710/711 N. 56354, located at 33 North LaSalle Street, Chicago, Illinois (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"):

THE SOUTH 350 FEET OF THE NORTH 853 FEET OF THE WEST 472 FEET OF THE EAST 505 FEET OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND THAT PART OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF SAID THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE 913 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTH EAST 1/4 WITH A LINE 375 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTH EAST 1/4, AND RUNNING THENCE SOUTH ALONG THE LAST ABOVE MENTIONED PARALLEL LINE, A DISTANCE OF 328.00 FEET TO A POINT 1241.00 FEET SOUTH OF SAID NORTH LINE OF SAID NORTH EAST 1/4; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 83.36 FEET TO A POINT 1260.04 FEET SOUTH OF SAID NORTH LINE AND 456.25 FEET WEST OF SAID EAST LINE OF SAID NORTH EAST 1/4; THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 41.75 FEET TO A POINT WHICH IS 1260.10 FEET SOUTH OF SAID NORTH LINE AND 500 FEET WEST OF SAID EAST LINE OF SAID NORTH EAST 1/4; THENCE WESTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 174 FEET AND CONVEX SOUTHERLY, A DISTANCE OF 124.02 FEET TO A POINT WHICH IS 1233.14 FEET SOUTH OF SAID NORTH LINE AND 620.35 FEET WEST OF SAID EAST LINE OF THE NORTH EAST 1/4; THENCE NORTHWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 259 FEET AND CONVEX SOUTHWESTWARDLY, A DISTANCE OF 255.21 FEET TO A POINT WHICH IS 1004 FEET WEST OF SAID EAST LINE OF THE NORTH EAST 1/4 AND 316.36 FEET SOUTH OF SAID EAST LINE OF THE NORTH EAST 1/4; THENCE WEST ALONG THE LAST ABOVE MENTIONED PARALLEL LINE, A DISTANCE OF 1000 FEET TO ITS INTERSECTION WITH A LINE 507 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE NORTH EAST 1/4; THENCE NORTH ALONG THE LAST ABOVE MENTIONED PARALLEL LINE WHICH IS 913 FEET SOUTH OF THE NORTH LINE OF THE NORTH EAST 1/4; AND THENCE EAST ALONG THE LAST ABOVE MENTIONED PARALLEL LINE, A DISTANCE OF 130 FEET TO THE POINT OF INTERSECTION, (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS): BEGINNING AT THE POINT OF INTERSECTION OF A LINE WHICH IS 913.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID NORTH EAST 1/4, WITH A LINE WHICH IS 375.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID NORTH EAST 1/4, AND RUNNING THENCE SOUTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 75.00 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTH EAST

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RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF COOK, ILLINOIS, ON APRIL 18, 1985, AT 10:00 AM. THE CLERK OF COOK COUNTY, ILLINOIS.

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1/4, A DISTANCE OF 35.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 75.00 FEET TO AN INTERSECTION WITH THE HERETOFORE MENTIONED PARALLEL LINE WHICH IS 913.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTH EAST 1/4, AND THENCE EAST ALONG SAID LAST MENTIONED PARALLEL LINE, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

Commonly known as: 4740-4810 South Kodzie Avenue and 3239 West 43rd Place, Chicago, Illinois.

Permanent Index Number(s): 19-11-201-039, 19-11-201-031, 19-11-201-032, 19-11-201-040, and 19-11-201-051.

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 leasees to those 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 dated March 23, 1982 approved by the Chicago City Council pursuant to Ordinance passed November 12, 1982 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 Land and Redevelopment for said Property (hereinafter referred to as the "Contract") between Grantor and Grantee dated July 22, 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 on or before May 15, 1987 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 Grantor shall have no right to convey the Property except as hereinafter permitted by this Quitclaim Deed. For purposes of this section convey include 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

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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 October 1, 2024. 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 and 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 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 to certify in

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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 the 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.

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.

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