

UNOFFICIAL COPY

this quitclaim deed.

including any amendments approved by the City Council prior to the date of Council of the City of Chicago pursuant to ordinance adopted October 11, 1961 Conservation Plan, as amended ("Redevelopment Plan") approved by the City Grantor and specified in the applicable provisions of the Near West Side FIRST: Grantee shall devote the Property only to the uses authorized by

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

Permanent Index Number(s): 17-17-310-013-0000, 17-17-310-014-000

Commonly known as: 1247-49 West Flournoy Street, Chicago, Illinois

LOT 3, AND THE NORTH 90 FEET OF LOT 2 IN MAC ALISTER'S SUBDIVISION OF BLOCK 5, LARSON PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 38, 39, 44 AND 45 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 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.

described real property ("Property"):

Individual ("Grantee"), all interest and title of Grantor in the following quitclaims, pursuant to ordinance adopted February 16, 1989 to PAUL SPANO, an for and in consideration of TEN and NO/100 DOLLARS (\$10.00) conveys and Grantor, the CITY OF CHICAGO, an Illinois municipal corporation ("Grantor"),

QUITCLAIM DEED

99184152

OFFICIAL BUSINESS
REAR ESTATE & LAND USE
HENRY REMUS (ORD)

501 573 1000

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

-2-

corporation, partnership or other legal entity, there shall be no transfer by of a beneficial interest in a land trust. If the Property is acquired by a deed. For purposes of this section, the term "convey" includes the assignment interest in the Property except as permitted by the terms of this quitclaim of the Agreement, Grantee shall have no right to convey any right, title or been completed in accordance with the Drawings and consistent with the terms **FOURTH:** Until Grantor certifies in writing that the Improvements have from the date of this quitclaim deed.

quitclaim deed and shall be completed by Grantee within eighteen (18) months of the Improvements shall commence within six (6) months from the date of this of the Improvements to completion; provided, that, in any event, construction of the Agreement, and Grantee shall diligently proceed with the construction Spano dated May 8, 1986" ("Drawings") approved by Grantor, and (ii) the terms certain plans and specifications referred to as "Nine unit building for Paul adjoining lot presently owned by Grantee in accordance with: (i) those residential building ("Improvements") to be constructed on the Property and an **THIRD:** Grantee shall promptly commence the construction of a nine unit Certificate of Completion.

encumbrance or lien to attach to the Property until Grantor issues a shall not suffer or permit any levy or attachment to be made or any other entered into by Grantor and Grantee on April 24, 1989 ("Agreement"). Grantee for the Sale and Redevelopment of Land, Near West Side Conservation Area and construction of the Improvements contemplated by that certain Agreement the Property, except to secure financing for the acquisition of the Property Certificate of Completion (as hereinafter defined), Grantee shall not encumber Property or any part thereof when due. Prior to the issuance by Grantor of a **SECOND:** Grantee shall pay real estate taxes and assessments on the

03/24/85

1111111111

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Notwithstanding any of the provisions of this quitclaim deed, including completion by grantor.

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

shall remain in effect without any limitation as to time. assessments on the property or any part thereof. The covenant numbered **FIFTH** construed to release Grantee from its obligation to pay real estate taxes and that the termination of the covenant numbered **SECOND** shall in no way be Grantor issues the Certificate of Completion as herein provided except only covenants numbered **SECOND**, **THIRD** and **FOURTH** shall terminate on the date shall terminate October 11, 2001. The covenants and agreements contained in The covenants and agreements contained in the covenant numbered **FIRST**

improvements erected or to be erected thereon or any part thereof. the use or occupancy of the property or any part thereof or of any ancestry, age, handicap or sexual preference in the sale, lease, rental or in discriminate based upon race, religion, color, sex, national origin or **FIFTH:** Grantee agrees for itself and any successor in interest not to Certificate of Completion is issued.

other significant change in the constitution of said entity until a any party owning a ten percent (10%) or more interest in said entity or any

CLERK'S OFFICE

11-11-01

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

-4-

beginning and completion thereof; provided, that, if any governmental agency with respect to the construction of the Improvements and the dates for agreements and covenants contained in the Agreement and in this quitclaim deed be a conclusive determination of satisfaction and termination of the Agreement ("Certificate of Completion"). The Certificate of Completion shall Grantee with an appropriate instrument in accordance with the terms of the Drawings and consistent with the terms of the Agreement, grantor shall furnish promptly after the completion of the Improvements in accordance with the Department of Housing or its designee.

change of use must be approved in writing by the Commissioner of the the Property, such change in use and any corresponding drawings regarding said In the event Grantee wishes to make any change in regard to the use of holder of the mortgage which is the subject of such foreclosure proceeding.

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

or to construct Improvements thereon other than those permitted in the to permit any such holder to devote the Property or any part thereof to a use section or any section or provision of this quitclaim deed shall be construed this quitclaim deed be construed to so obligate such holder. Nothing in this construction or completion; nor shall any covenant or any other provision in or complete the construction of the Improvements or to guarantee such shall not be obligated by the provisions of this quitclaim deed to construct to the Property as a result of foreclosure of such mortgage or trust deed land, the holder of any mortgage or trust deed or a holder who obtains title but not limited to those which are intended to be covenants running with the

COPIES 551845

UNOFFICIAL COPY

Property of Cook County Clerk's Office

WALTER S. KOZUBOWSKI, CITY CLERK
ATTEST:
Walter S. Kozubowski

BY: *Ernest J. Taylor*
CITY OF CHICAGO, a municipal corporation

of April, 1989.

attested, by the Mayor and by the City Clerk, on or as of the 24th day
executed in its name and behalf and its seal to be hereunto duly affixed and
IN WITNESS WHEREOF, Grantor has caused this instrument to be duly

to obtain the Certificate of Completion.
necessary, in the opinion of Grantor, for Grantee to take or perform in order
statement indicating in adequate detail what acts or measures will be
after written request by Grantee, shall provide Grantee with a written
provide the Certificate of Completion, Grantor, within forty-five (45) days
instruments pertaining to the Property. If Grantor shall refuse or fail to
be recorded in the proper office for the recordation of deeds and other
The Certificate of Completion shall be in such form as will enable it to
issue its Certificate of Completion.

construction and completion have been fully satisfied, Grantor shall forthwith
the other agreements and covenants obligating Grantee in respect to the
financed are substantially completed in accordance with the Drawings and if
have determined that all buildings constituting the Improvements being
is involved in the financing of the redevelopment of the Property and shall

RECORDED

INDEXED

UNOFFICIAL COPY



Property of Cook County Clerk's Office

UNOFFICIAL COPY

00 9/

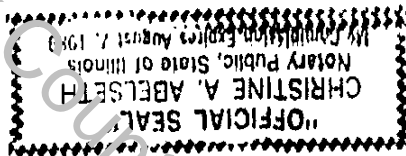
89184152

Mark Lenz
Assistant Corporation Counsel
Room 511, City Hall
121 N. LaSalle Street
Chicago, Illinois 60602
Telephone: 744-9796

Property of Cook County Clerk's Office

This instrument was prepared by:

My commission expires _____



(S E A L)

NOTARY PUBLIC

GIVEN under my hand and notarial seal this _____ day of _____

1981

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WALTER S. 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 person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as Clerk, he 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 his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

COUNTY OF COOK

SS

STATE OF ILLINOIS

89184152

UNOFFICIAL COPY

Property of Cook County Clerk's Office