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AFFIDAVIT

RECORDED
INDEXED
MAY 15 1904
COOK COUNTY RECORDER

The Undersigned, Affiants, Maria E. Hoffman as Counsel for the City of Chicago and Ardin P. Buell as Counsel for LaSalle Bank Lakeview hereby state and declare that the certain Ordinance printed on pages 56616 through 56617 of the Journal of the Chicago City Council, a true and correct copy of which is attached hereto as Exhibit A, was prematurely recorded with the Cook County Recorder of Deeds as Document Number 94880954 prior to the recordation of that certain Quitclaim Deed from the City of Chicago to LaSalle Bank Lakeview, a true and correct copy of which is attached hereto as Exhibit B. It is the intention of LaSalle Bank Lakeview and the City of Chicago that the Deed be recorded before the Ordinance.

Further Affiants Sayeth Not

LaSalle Bank Lakeview

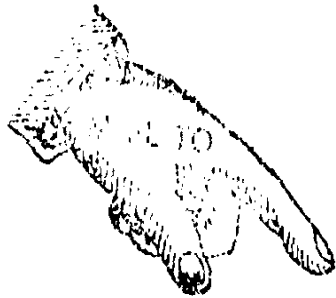
By: *Ardin P. Buell*

Its: *Attorney*

City of Chicago

By: *Maria E. Hoffman - Maria E. Hoffman*
Its: *Attorney - Asst. Corp. Counsel*

120/



94899215

Return to Maria Hoffman
Asst. Corporation Counsel
121 N. LaSalle St.
Chicago, Ill.

43⁵⁰

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EXHIBIT A

56616

JOURNAL--CITY COUNCIL--CHICAGO

9/14/94

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alleys and part of public alley described in the following ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That all that part of the east/west 16 foot public alley lying south of the south line of Lots 55 to 68, both inclusive, lying north of the north line of Lots 80 to 93, both inclusive, lying west of the west line of the east/west 16 foot alley vacated by ordinance passed by the City Council of the City of Chicago, July 2, 1953 and recorded September 16, 1953 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 15721311 being described as "the east line of the west 16 feet of said Lot 55 produced south 16 feet" lying east of the east line of the east/west 16 foot alley vacated by ordinance passed January 30, 1925 and recorded February 27, 1925 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 8791266 being described as the west line of "the east 16 feet of said Lots 68 and 80" extended south and north, respectively, all in Kemnitz and Wolff's Subdivision of the southwest quarter of the southwest quarter of the southwest quarter of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian; all of the north/south 16 foot public alley dedicated by a plat approved by the City Council of the City of Chicago July 2, 1953 such plat having been recorded September 16, 1953 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 15721310, being described as "the west 16 feet of Lot 55 in Kemnitz and Wolff's Subdivision" aforementioned;

Also

all of the north/south 16 foot public alleys dedicated by a plat approved by the City Council of the City of Chicago January 30, 1925 such plat having been recorded February 27, 1925 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 8791265, being described as "the east 16 feet of Lots 68 and 80 in Kemnitz and Wolff's Subdivision" aforementioned; said public alleys and part of public alley herein vacated being further described as all of the remaining public alleys in the block bounded by West Melrose Street, West Belmont Avenue, North Ashland Avenue and North Greenview Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

14-20-3-18-94-40-040

Address: 55 State of Illinois
E of Ashland,
Chicago, Ill

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9/14/94

REPORTS OF COMMITTEES

56617

SECTION 2. The City of Chicago hereby reserves for the benefit of Ameritech, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of telephonic and associated services under, over, and along the public alleys as herein vacated with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Evangelical Lutheran Church of St. Luke and the LaSalle Bank Lake View shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alleys hereby vacated, the sum of One Hundred Twelve Thousand Nine Hundred and no/100 Dollars (\$112,900.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred eighty (180) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alleys hereby vacated, similar to the sidewalk and curb in West Melrose Street and West Belmont Avenue between North Ashland Avenue and North Greenwood Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Evangelical Lutheran Church of St. Luke and the LaSalle Bank Lake View shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps. Such approval shall not be granted unless and until the applicant has provided evidence satisfactory to the Corporation Counsel that the alleys to be vacated, or the abutting properties benefited thereby, have been restricted to parking use in accordance with the applicable redevelopment plan for the project area.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on
page 56618 of this Journal.]

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56618

JOURNAL--CITY COUNCIL--CHICAGO

9/14/94

Ordinance associated with this drawing printed on pages 56616 through 56617 of this Journal.

I hereby certify that this print is an exact copy of the original from which it was made.

Joseph J. ...
Acting Superintendent of Maps
City of Chicago

"A"

Kemnitz and Wolff's Sub. of the S.W. 1/4 of the S.W. 1/4 of the S.W. 1/4 of Sec. 20-40-14.

"B"

Dedicated for Public Alley.

Rec. Feb. 27, 1925

Doc. No. 8791265

"C"

Vacated by Ordinance Passed Jan. 30, 1925.

Rec. Feb. 27, 1925

Doc. No. 8791266

"D"

Dedicated for Public Alley.

Rec. Sept. 16, 1953

Doc. No. 15721310

"E"

Vacated by Ordinance Passed Sept. 16, 1953

Rec. Sept. 16, 1953

Doc. No. 15721311

Dr. No. 20-44-92-1659

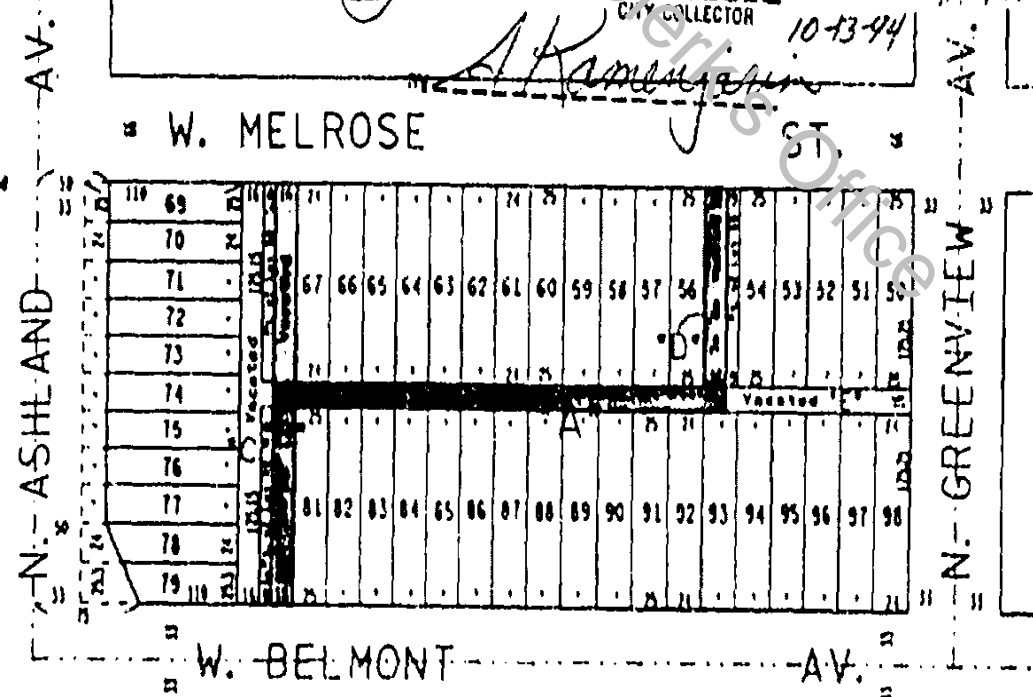
OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE ABOVE PLAT.

OCTOBER 13 1994

Judith ...
CITY COLLECTOR

Lawrence T. ...
ACTING SUPERINTENDENT OF MAPS

W. MELROSE ST



CURRENT GENERAL ... SPECIAL ASSESSMENTS ON UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE STREETS AND ALLEYS INCLUDED IN THE ABOVE PLAT.

D. D. ...
CITY CLERK

DATE 10-13-94

N. LINCOLN

N. ASHLAND

N. GREENVIEW

W. BELMONT

AV.

94R99215

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STATE OF ILLINOIS, ss.
County of Cook.

I, ERNEST R. WISH, City Clerk of the City of Chicago in the County of Cook and State of Illinois, DO HEREBY CERTIFY that the annexed and foregoing is a true and correct copy of that certain ordinance now on file in my office Concerning Vacation of Remaining Public Alleys in Block Bounded by West Melrose Street, West Belmont Avenue, North Ashland Avenue and North Greenview Avenue.

I DO FURTHER CERTIFY that the said ordinance was passed by the City Council of the said City of Chicago on the fourteenth (14th) day of September, A. D. 1994, and deposited in my office on the fourteenth (14th) day of September, A. D. 1994.

I DO FURTHER CERTIFY that the vote on the question of the passage of the said ordinance by the said City Council was taken by yeas and nays and recorded in the Journal of the Proceedings of the said City Council, and that the result of said vote so taken was as follows, to wit:
Yeas 47, Nays None.

I DO FURTHER CERTIFY that the said ordinance was delivered to the Mayor of the said City of Chicago after the passage thereof by the said City Council, without delay, by the City Clerk of the said City of Chicago, and that the said Mayor failed to return the said ordinance to the said City Council with his written objections thereto at the next regular meeting of the said City Council occurring not less than five days after the passage of the said ordinance.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

[L. S.]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chicago aforesaid, at the said City, in the County and State aforesaid, this twelfth (12th) day of October, A. D. 1994,

Ernest R. Wish
ERNEST R. WISH, City Clerk.

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Property of Cook County Clerk's Office

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EXHIBIT B

QUITCLAIM DEED

Grantor, the CITY OF CHICAGO, an Illinois municipal corporation located at 121 North LaSalle Street, Chicago, Illinois 60602 ("Grantor"), for and in consideration of TWO HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$257,100.00), conveys and quitclaims, pursuant to ordinance adopted September 14, 1994 to LASALLE BANK LAKEVIEW, an Illinois banking association located at 3201 North Ashland Avenue, Chicago, Illinois 60657 ("Grantee"), all interest and title of Grantor in the following described real property ("Property"):

SEE ATTACHED EXHIBIT A

Further, this quitclaim deed ("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 Grantee hereby binds itself and its successors, assigns, grantees and lessees to these covenants and conditions which covenants and conditions are as follows:

FIRST: Grantee shall devote the Property only to the uses authorized by Grantor and specified in the applicable provisions of the redevelopment plan entitled Lincoln-Belmont-Ashland Redevelopment Area Plan approved by the City Council of the City of Chicago pursuant to an ordinance adopted September 12, 1990 including any amendments approved by the City Council prior to the date of the Deed.

SECOND: Grantee shall pay real estate taxes and assessments on the Property or any part thereof if and when due. Prior to the issuance by Grantor of a Certificate of Completion (as hereinafter defined), Grantee shall not encumber the Property, except to secure financing for the acquisition of the Property and construction of the improvements contemplated by that certain

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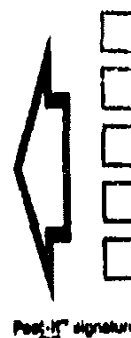
Agreement for the Sale and Redevelopment of Land entered into by Grantor and Grantee on October 12, 1994 ("Agreement"). Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property until Grantor issues a Certificate of Completion.

THIRD: Grantee shall promptly commence the construction of a paved parking facility ("Improvements") on the Property in accordance with those certain plans and specifications dated June 24, 1994 ("Drawings") approved by Grantor and the terms of the Agreement and shall diligently proceed with the construction of the Improvements to completion; provided, that, in any event, construction of the Improvements shall commence within two months (2) from the date of the Deed and shall be completed by Grantee within nine months (9) from the date of the Deed.

FOURTH: Until Grantor certifies in writing that the Improvements have been completed in accordance with the Drawings and consistent with the terms of the Agreement, Grantee shall have no right to convey any right, title or interest in the Property except as permitted by the terms of the Deed and the Agreement. For purposes of this section, the term convey includes the assignment of a beneficial interest in a land trust. If the Property is acquired by a corporation, partnership or other 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 Certificate of Completion is issued. To the extent that the provisions of this paragraph Fourth conflict with the provisions contained in section 12 of the Agreement, the provisions of section 12 shall govern. The Agreement was recorded with the

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Cook County Recorder of Deeds Office on _____ as document # _____



FIFTH: Grantee agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, age, handicap, sexual orientation, military status or source of income in the sale, lease, 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 September 12, 2030. The covenants and agreements contained in covenants numbered **SECOND**, **THIRD** and **FOURTH** shall terminate upon the date Grantor issues the Certificate of Completion as herein provided except that the termination of the covenant numbered **SECOND** shall in no way be construed to release 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 the delivery of the Certificate of Completion by Grantor, Grantee defaults in or breaches any of the terms or conditions of the Agreement which have not been cured or remedied within the period and in the manner provided for in the Agreement, Grantor may re-enter and take possession of the Property and terminate the estate conveyed by the Deed, and such title, right and interest of Grantee, or any assigns or successors in interest, to and in the Property shall revert to Grantor. Said right of re-entry by Grantor shall terminate upon the issuance of a Certificate of Completion by Grantor.

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Notwithstanding any of the provisions of the 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 the 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 the Deed be construed to so obligate such holder. Nothing in this section or any section or provision of the 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 Agreement and the Lincoln-Belmont-Ashland Redevelopment Area Plan.

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 of such foreclosure proceeding.

In the event Grantee wishes to make any change in regard to the use of the Property, such change in use and any corresponding drawings regarding said change of use must be approved in writing by the Commissioner of the Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois, 60602.

Promptly after the completion of the Improvements in accordance with the Drawings and consistent with the terms of the Agreement, Grantor shall furnish Grantee with an appropriate instrument in accordance with the terms of the Agreement ("Certificate of Completion"). The Certificate of Completion shall be a conclusive determination of satisfaction and termination of

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the agreements and covenants contained in the Agreement and in this Deed with respect to the construction of the Improvements and the dates for beginning and completion thereof.

The Certificate of Completion 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 Grantor shall refuse or fail to provide the Certificate of Completion, Grantor, within forty-five (45) days after written request by Grantee, shall provide Grantee with a written statement indicating in adequate detail what acts or measures will be necessary, in the opinion of Grantor, for Grantee to take or perform in order to obtain the Certificate of Completion.

IN WITNESS WHEREOF, 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 12th day of October, 1994.

CITY OF CHICAGO, a municipal corporation

By: 
RICHARD M. DALEY, Mayor

ATTEST:


ERNEST R. WISH, CITY CLERK

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Toni Dixon, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ERNEST R. WISH, personally known to me to be the Clerk of the City of Chicago, an Illinois 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 severally acknowledged that as such Clerk, he signed and delivered the said instrument, 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.

GIVEN under my notarial seal this 12th day of October, 1994.

Toni Dixon
NOTARY PUBLIC

My commission expires _____, 19____.

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EXHIBIT A

All that certain parcel or parcels of land located in the City of Chicago, County of Cook, State of Illinois, more particularly described as follows:

LOTS 56 THROUGH 67 IN KEMNITZ AND WOLFF'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number:	14-20-328-034
	14-20-328-035
	14-20-328-036
	14-20-328-037
	14-20-328-038
	14-20-328-039
	14-20-328-040

Property of Cook County Clerk's Office

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