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DEPT-01 RECORDING 435.50  
146666 TRAN 8630 08/24/95 12:16:00  
14653 + L.C. \* 95-563313  
COOK COUNTY RECORDER

## RTC ILLINOIS QUIT CLAIM DEED

Recorder's use only

Above space for

THIS QUIT CLAIM DEED is made the 16th day of June, 1995, by RESOLUTION TRUST CORPORATION, as Receiver of Old Stone Federal Savings Bank, whose address is P.O. Box 1500, Valley Forge, PA, as GRANTOR to INNER-CITY GROWTH CORPORATION, a non-profit organization duly organized under the laws of the State of Illinois, whose address is 11201 S. Cottage Grove, Chicago, IL 60628, as GRANTEE.

Witness that Grantor, for good and valuable consideration, receipt of which is acknowledged, remises, releases, aliens, conveys to Grantee all the real property located in Cook County, Illinois, known as: 4911 W. Iowa, Chicago, Illinois, more particularly described as:

See Attached Exhibit "A"

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together with all tenements, hereditaments and appurtenances thereto; subject to current real property taxes, zoning and other governmental restrictions, and all covenants, conditions, restrictions, easements, rights-of-way and other matters of record.

THIS CONVEYANCE IS SUBJECT TO THE TERMS OF A HOLD HARMLESS AGREEMENT BETWEEN GRANTOR AND GRANTEE TO BE RECORDED HERewith

Permanent Real Estate Index Number(s): 16-04-429-017

Address (es) of real estate: 4911 W. Iowa, Chicago, IL

B  
AUG 24 1995

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Van Veen

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A

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## SCHEDULE A

Lot 17 in Haley O'Connor and Company's Chicago Avenue Addition, in the South East 1/4 of Section 4, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as 4911 West Iowa, Chicago, Illinois 60651

Being the same premises conveyed to the grantor by deed from Old Stone Credit Corp. of Illinois dated February 19, 1993 and recorded 3/30/93 Docket # 93-234254 of the Cook County Registry of Deeds.

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## DEED RESTRICTION

UNDER AND SUBJECT TO THE FOLLOWING COVENANT, CONDITION AND RESTRICTION TO WHICH THE HEREBY GRANTED LOT OR PIECE OF GROUND AND THE BUILDINGS AND IMPROVEMENTS NOW EXISTING OR HEREAFTER ERECTED THEREON SHALL BE AND REMAIN SUBJECT:


1. For a period of 15 years from the date of this Deed, the Premises shall be used exclusively for the following purposes: Lower Income Housing for households whose adjusted income does not exceed 80% of the area median income for Cook County, Illinois, as defined by the U.S. Department of Housing and Urban Development, and for no other purposes.
2. In the event that the Premises or any portion thereof shall be used during the 15 year period for any purpose other than as permitted hereby, and if such default remains uncured for a period of sixty (60) days after notice thereof shall have been given by the Resolution Trust Corporation or its agent, (or for an extended period approved in writing by the Resolution Trust Corporation if such default stated in such notice can be corrected), Grantor or its agent shall be entitled to apply to any court having jurisdiction of the Premises for an injunction seeking the right to enjoin such use, it being acknowledged that the beneficiaries of the Grantee's obligations hereunder cannot be adequately compensated by monetary damages in the event of Grantee's default; provided that such right to injunctive relief for such default shall expire on the first anniversary of the expiration of such 15 year period unless Grantor or its agent has theretofore commenced an action to enforce such rights and powers. The Resolution Trust Corporation or its agent shall be entitled to reasonable attorneys' fees in any such judicial action in which the Resolution Trust Corporation or its agent shall prevail.
3. This covenant, condition and restriction shall run with the land and be binding upon the Grantee and its successors and assigns and shall inure to the benefit of and be exercisable by Grantor, its agents and its successors.

No covenants or warranties, express or implied, are given by this Quitclaim Deed.

IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first above written.

Witness:

GRANTOR:  
RESOLUTION TRUST CORPORATION, as  
Receiver for Old Stone Federal  
Savings Bank

  
By Stephen D. Bither  
Its Attorney-in-Fact

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6-22-2014

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STATE OF MAINE  
Cumberland, ss

June 16, 1995

Then personally appeared the above-named Stephen D. Bither, Attorney-in-Fact for Resolution Trust Corporation, as Receiver for Old Stone Federal Savings Bank and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Resolution Trust Corporation.

Michele A. Roy  
Notary Public  
My Commission Expires: 1

MICHELE A. ROY  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES FEBRUARY 23, 2000

## JOINDER

RESOLUTION TRUST CORPORATION, acting in its capacity as Receiver for Old Stone Federal Savings Bank, formerly known as Conservator of Old Stone Federal Savings Bank, predecessor-in-interest to grantor with respect to the above described real property, hereby conveys and quitclaims to Grantee any and all interest it may have in the real property, and hereby joins in the conveyance of the real property to Grantee, without warranty.

RESOLUTION TRUST CORPORATION, AS  
Receiver for  
Old Stone Federal Savings Bank

Stephen D. Bither  
By: Stephen D. Bither  
Attorney In Fact

STATE OF MAINE  
Cumberland, ss

June 16, 1995

Then personally appeared the above named Stephen D. Bither as he is Attorney-In-Fact for the Resolution Trust Corporation as Receiver for Old Stone Federal Savings Bank and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Resolution Trust Corporation as Receiver for Old Stone Federal Savings Bank, before me.

Michele A. Roy  
Notary Public

MICHELE A. ROY  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES FEBRUARY 23, 2000

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**HOLD HARMLESS AGREEMENT  
RESOLUTION TRUST CORPORATION  
GLEICHMAN ASSET MANAGEMENT, INC.**

THIS AGREEMENT FOR CONVEYANCE OF REAL ESTATE ("The Agreement") is made and entered into this 11<sup>th</sup> day of June, 1995, by and between RESOLUTION TRUST CORPORATION as Receiver for Old Stone Federal Savings Bank (Grantor") and INNER CITY GROWTH CORPORATION ("Grantee"), a non-profit corporation organized and existing under the laws of the State of Illinois, whose address is 11201 S. Cottage Grove, Chicago, IL 60628.

It concerns real property located in Cook County, at 4911 W. Iowa Chicago, Illinois, which property is further described in a Quitclaim Deed from Grantor to Grantee of even date ("the Premises").

In consideration of the conveyance of the Premises by Grantor to Grantee, Grantee acknowledges and agrees as follows:

1. Subject to the provisions of this agreement, Grantee hereby agrees to indemnify, hold harmless and defend Grantor from and against any and all losses, causes of action, liabilities, claims, demands, obligations, damages, costs and expenses, including reasonable attorneys' fees and accountants' fees and costs, to which the Grantor may become subject on account of, arising out of, or related to any act, omission, conduct or activity of Grantee or any of its officers, directors, employees, agents, servants, share holders, successors or assigns, on account of, arising out of or related to:

- a) the conveyance of the Premises;
- b) the use, ownership, control, operation or condition of the Premises, including, without limitation, the presence of any hazardous or toxic fluids, substances or materials on the Premises.

2. Grantee acknowledges and agrees with Grantor that Grantee is receiving the Premises in an "AS IS" condition "with all faults," specifically without any Warranties, either express or implied, of any kind, nature or type whatsoever from or on behalf of Grantor. Grantee acknowledges that Grantor has acquired the Premises either through foreclosure or a deed from a former borrower of Old Stone Federal Savings Bank and consequently has little or no direct knowledge concerning the physical or economic characteristics of the Premises. Grantee warrants and acknowledges that Grantee has not relied, and is not relying on, information, whether oral or written, contained in any documents, sales brochures or other literature, maps or sketches, projections or proformas, and is not

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relying on any representation or statement, guarantee or warranty (whether express or implied, written or oral, material or immaterial) that may have been made by or on behalf of Grantor.

3. Grantee hereby acknowledges that it has not relied upon, and that it shall not be entitled to rely upon, statements or representations made by or on behalf of Grantor or its agents concerning:

- a) the quality, nature, adequacy or physical condition of the Premises, including without limitation the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, plumbing, sewage or utility system, facilities or appliances at the Premises, if any;
- b) the quality, nature, adequacy or physical condition of soils or the existence of ground water at the Premises;
- c) the existence, quality, nature, adequacy or physical condition of any utilities serving the Premises;
- d) the development potential of the Premises, its habitability, merchantability or fitness, suitability or adequacy of the Premises for any particular purpose;
- e) the zoning or other legal status of the Premises;
- f) compliance of the Premises or its operations with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity;
- g) the quality of any labor or materials relating in any way to the Premises; and/or
- h) the condition of title to the Premises or the nature, status and extent of any right, encumbrance, license, reservations, covenant, condition, restriction or any other matter affecting title to the Premises.

4. Grantee acknowledges and agrees with Grantor that Grantor has not, does not, and will not make any warranties and representations, express or implied, or arising by operation of law concerning the Premises, including without limitation, any warranty of condition, merchantability, habitability or fitness for a particular use, or with respect to the value, profitability or marketability of the Premises.

5. Grantee acknowledges that Grantor has not, does not and will not make any representation or warranty concerning compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including without limitation

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those pertaining to the handling, generating, treatment of, storage or disposal of any hazardous waste or substance.

6. Grantee warrants and represents that Grantee has had an opportunity, and/or will be provided an adequate opportunity, to make such legal, factual and other inquiries and investigations as Grantee deems necessary, desirable or appropriate concerning the Premises. Such inquiries and investigations of Grantee shall be deemed to include, without limitation, leases and contracts pertaining to the Premises, the physical components of all portions of the Premises, the condition of the Premises, the existence of any wood destroying organisms on the Premises, such state of facts as an accurate survey would disclose, and review of zoning ordinances, regulations of the city, county and state where the Premises is located.

7. Without in any way limiting the generality of the preceding Paragraphs 1 through 6, Grantee specifically acknowledges and agrees that upon closing this transaction it waives, releases and discharges any claim it has, might have had or may have against Grantor concerning the condition of the Premises, either patent or latent, its ability or inability to obtain or maintain building permits, temporary or final certificates of occupancy or other licenses for the use or operation for the Premises, real estate taxes or assessments now or hereafter payable thereon, the compliance with any environmental protection, pollution or land use laws, rules, regulations or requirements and any other state of facts which exist with respect to the Premises.

GRANTOR  
RESOLUTION TRUST CORPORATION AS  
RECEIVER FOR OLD STONE FEDERAL  
SAVINGS BANK

DATE: 6/12/95

BY: Stephen D. Bither  
Stephen D. Bither  
Its Attorney-in-Fact

State of Maine  
County of Cumberland

June 14, 1995

Then personally appeared the above named Stephen D. Bither as Attorney In Fact for the Resolution Trust Corporation as Receiver of Old Stone Federal Savings Bank and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Resolution Trust Corporation.

Michele A. Roy  
Notary Public

MICHELE A. ROY  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES FEBRUARY 23, 2000



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11201 S. BOSTON ST  
MAINE - CITY CENTER  
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01100, IL 60628

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GRANTEE  
INNER CITY GROWTH CORPORATION

DATE:

BY:

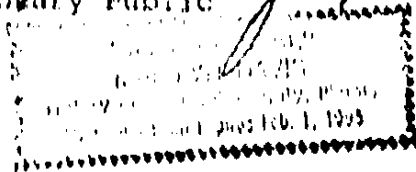
*Van Vincent*  
Its Authorized Agent

State of Illinois  
County of *Cook*

*June 15th* 1995

Hereby appeared the above named *VAN VINCENT*, an authorized agent for Inner City Growth Corporation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Inner City Growth Corporation.

*Maureen Davis*  
Notary Public



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