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97231560

Provisions of Paragraph 1, Chapter 55,
Estate Transfer Tax
9/3/97 (L. J. ...)

N9700159
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@ F.L.C.
L.J.L.

QUIT CLAIM DEED

DEPT-01 RECORDING \$31.50
T06666 TRAN 2235 04/03/97 14133100
06506 IR # -97-231560
COOK COUNTY RECORDER
DEPT-01 RECORDING \$28.00
T06666 TRAN 2235 04/03/97 14133100
06507 IR # -97-231560
COOK COUNTY RECORDER

THE GRANTORS, THE HABITAT COMPANY, an Illinois corporation, and DANIEL E. LEVIN, not personally, but jointly as Receiver for the Chicago Housing Authority Scattered Site Housing Program (collectively "Grantor") for and in consideration of One Hundred and XX/100 Dollars (\$100.00), conveys and quitclaims to BANK ONE ILLINOIS, N.A., as Trustee under Trust Agreement dated February 26, 1997 and known as Trust Number M-11293 situated at 800 Davis Street, Evanston, Illinois ("Grantee") (the beneficiary of said Trust is hereinafter referred to as "Contractor"), all interest and title of the Grantor in and to the property described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

This Deed is made and executed upon and is subject to certain express conditions and covenants, which are part of the consideration for the conveyance of the Property and are to be taken and construed as running with the land and Grantee (Contractor) hereby binds itself, its successors, assigns, grantees and lessees to these covenants and conditions which covenants and conditions are as follows:

1. The Contractor shall devote the Property only to the uses specified in the applicable provisions of the Turnkey Contract of Sale dated March 31, 1997 (hereinafter referred to as "Contract") respecting the sale of the Property entered into by Grantor and Contractor.
2. The Contractor shall pay real estate taxes or assessments on the Property hereby conveyed or any part thereof, which become due and owing relative to the Property from the date hereof until the date of reconveyance to the Grantor, and shall not place thereon any encumbrance or lien other than for financing to assist in the payment of the costs of redevelopment of the Property.
3. The Contractor shall promptly commence the construction of the improvements on the Property (the "Improvements") in accordance with the construction plans specified in the Contract and prosecute diligently the construction of said Improvements to completion. The construction shall commence not later than the date specified in the Contract and shall be substantially completed no later than twenty-four (24) months from the commencement date.

This Deed is subject to a reversion interest in the Grantor in the event the Grantee (or Grantee's successors or assigns) does not complete construction of the Improvements

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59.50
B. J. ...

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substantially in accordance with the Contract, within twenty-four (24) months from the date hereof. Upon completion of the Improvements, Grantor will record a Declaration of Completion at which time the reversion interest shall become null and void.

Notwithstanding any of the provisions of this 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 authorized by the Contract (including any holder who obtains title to the parcels of property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, and including (a) any other party who thereafter obtains title to the parcels of property or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be personally obligated by the provisions of this 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 Deed be construed to so personally obligate such holder. Nothing herein shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Contract.

Grantor certifies that all conditions precedent to the valid execution and delivery of this Deed on its part have been complied with and all things necessary to constitute this 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 Deed on its part have been and are in all respects authorized in accordance with the law.

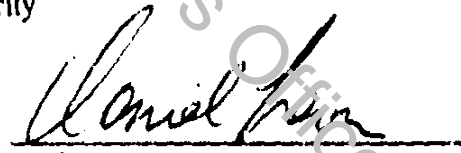
IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed on or as of the 2nd day of April, 1997.



Daniel E. Levin

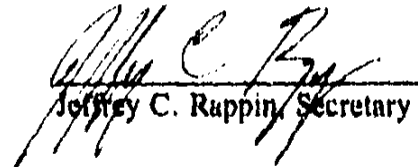
THE HABITAT COMPANY, not personally but as Receiver for the Scattered Site Housing Program of the Chicago Housing Authority

By:



Chairman

Attest:



Jeffrey C. Rappin, Secretary

THIS INSTRUMENT WAS PREPARED BY
Jeffrey C. Rappin, Esq.
150 West Hubbard Street, Suite 500
Chicago, Illinois 60610
March 11, 1997

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

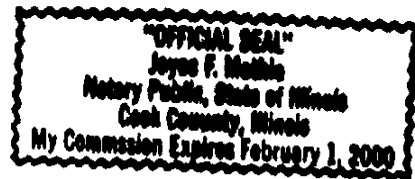
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Daniel E. Levin, personally known to me to be the Chairman of the corporation, and Jeffrey C. Rappin, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman and 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 Directors 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 2nd day of April, 1997.

My Commission Expires:

February 1, 2000

Joyce F. Mathis
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

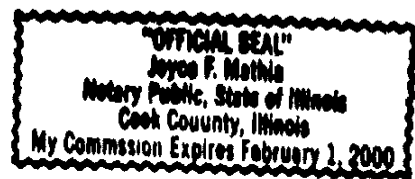
I, Joyce F. Mathis, a Notary Public in and for said County, DO HEREBY CERTIFY that Daniel E. Levin, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 2nd day of April, 1997.

My Commission Expires:

February 1, 2000

Joyce F. Mathis
Notary Public



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EXHIBIT A

LEGAL DESCRIPTIONS

THE WEST 43.75 FEET OF THE SOUTH 90 FEET OF LOTS 3 AND 4 (AS A TRACT) IN BLOCK 15 IN WADSWORTH AND HOOD'S SUBDIVISION OF BLOCKS 15 AND 16 IN CLEAVERVILLE IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 802 East 41st Street

P.I.N. 20-02-105-005

SUB-LOT 32 OF LOT 2 IN BLOCK 1 IN BAYARD AND PALMER'S ADDITION, BEING A SUBDIVISION OF THE 11-22/100 CHAINS NORTH AND ADJOINING THE SOUTH 25 RODS OF THE NORTHWEST FRACTIONAL 1/4 (EXCEPT THE NORTH 53 FEET AND 4-1/2 INCHES) IN SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 824 East 42nd Street

P.I.N. 20-02-111-017

LOT 23 IN HENRY J. FURBERS WOODLAWN AND LAKE AVENUE SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1216-18 East 46th Street

P.I.N. 20-02-402-016+017

~~LOT 16 AND THE EAST 5 FEET OF LOT 17 IN BLOCK 2 IN CHAMBERS' TREELESS~~
~~RESUBDIVISION OF BLOCKS 2 IN THE BAYARD AND PALMER ADDITION IN THE~~
~~NORTHWEST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST~~
~~OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

~~Address: 828 East 46th Street~~

~~P.I.N. 20-02-111-017~~

LOTS 7 AND 8 IN BLOCK 4 IN THE RESUBDIVISION OF BLOCKS 3 AND 4 OF THE REFORM SCHOOL PROPERTY, BEING THE SOUTH 25 ACRES OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 4246 South Drexel Boulevard

P.I.N. 20-02-119-026

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EXHIBIT A

LEGAL DESCRIPTIONS

THE NORTH 40 FEET OF LOT 7 IN THE RESUBDIVISION OF BLOCK 7 IN WALKER AND STINSON'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 4630 South Drexel Boulevard

P.I.N. 20-02-315-015

LOT 4 IN HARRIS' SUBDIVISION OF LOTS 56 AND 57 IN KENWOOD SUBDIVISION IN THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 4544 South Oakenwald Avenue

P.I.N. 20-02-404-060

THE NORTH 16 FEET OF LOT 21 AND ALL OF LOT 22 IN GREENWOOD PARK SUBDIVISION IN BLOCK 4 IN THE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 4400 South University Avenue

P.I.N. 20-02-309-012

THE SOUTH 1/2 OF LOT 14 IN GREENWOOD PARK SUBDIVISION IN BLOCK 4 IN THE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 4448 South University Avenue

P.I.N. 20-02-309-026

LOT NINE (9) IN ASSESSOR'S DIVISION OF BLOCK SEVEN (7) IN CLEARVILLE, A SUBDIVISION IN SECTION TWO (2) TOWNSHIP THIRTY EIGHT (38) NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 900 East 40th Street

P.I.N. 20-02-103-017

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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 4/2, 1997 Signature: Christine S. Koniewicz, Agent
Grantor or Agent

Subscribed and sworn to before me by the said Christine S. Koniewicz this 2nd day of April, 1997.
Notary Public [Signature]



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated April 2, 1997 Signature: Alice S. Addelson, Agent
Grantee or Agent

Subscribed and sworn to before me by the said Alice S. Addelson this 2nd day of April, 1997.
Notary Public [Signature]



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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