### 98293600

QUITCLAIM DEED

DEPT-01 RECORDING

\$27,00

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COOK COUNTY RECORDER

(The Above Space For Recorder's Use Only)

Granter, the CITY OF CHICAGO, an Illinois municipal corporation located at 121 North LaSalle Street, Chicago, Illinois 60602 ("Granter"), for and in consideration of ONE AND 00/100 DOLLAR (\$1.00) conveys and quitclaims, pursuant to ordinance adopted June 10, 1996 (C.J.P. 23612-23617), as amended, to A/OP VENTURE ONE, L.L.C. an Illinois limited company, having its principal office c/o the Omnibus Group, 566 West Adams Street, Suite 720, Chicago, Illinois 60606 ("Grantee"), all interest and title of Grantor in the following described real property ("Property"):

7601930 DZ SEE EXHIBIT A ATTACHED HERETO

Further, this quitclaim deed ("Deed") is made and executed upon, and is subject to certain excress 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, which covenants and conditions are as follows:

FIRST: The Property is being conveyed by Crantor to Grantee pursuant to Section 3.3(c) of that certain Agreement for the Sale and Redevelopment of Land entered into by Grantor and Grantee on January 16, 1997 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on January 30, 1997 as document #97069223 ("Agreement").

SECOND: Grantee shall promptly commence the construction on the Property of the pertinent housing unit (identified by Grantor as a "market rate" housing unit) and shall diligently proceed with the construction of said housing unit to completion; provided, that, in any event, construction of the housing unit shall commence within thirty (30) days of the date of this Deed, and shall be completed within six (6) months of said date.

THIRD: Until Grantee completes the housing unit on the Property in accordance 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 this Deed and the Agreement. For purposes of this section, the term convey includes

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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 until a Certificate of Occupancy is issued by Grantor. To the extent that the provisions of this paragraph Third conflict with the provisions contained in the Agreement, the provisions of the Agreement shall govern.

FOURTH: Grantee agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, handicap, sexual orientation, military status cc source of income in the sale, lease, or rental 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 covenants numbered FIRST, SECOND and SHIRD shall terminate on the date Grantor issues the Certificate of Occupancy. Once the Certificate of Occupancy is issued, the Agreement shall no longer be deemed to be a title encumbrance on the Property. The covenant numbered FOURTH shall remain in effect without any limitation as to time.

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 or a holder who obtains title to the Property or any part thereof, as a result of foreclosure of such mortgage or trust deed shall not be obligated by the provisions of this Deed to construct or complete the construction of the housing unit on the Property or to guarantee such construction or completion; nor shall any covenant or any other provision in this Deed be construed to so obligate such holder.

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 Ath day of March, 1998.

CITY OF CHICAGO, a municipal corporation

RICHARD M. DALEY, Mayor

ATTEST:

AMES J. LASKI, City Clerk

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STATE OF ILLINOIS	)	
•	)	SS
COUNTY OF COOK	)	

a Notary Public in and for said County, in the State aforesaid, do hereby certify that James J. Laski, 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.

GIVEN under my hand and notarial seal this 69 day of

"OFFICIAL SEAL"

MARY FRANCES MEYER

Notery Public, State of Illinois

(SEAL DMy Commission Expires 11/14/2001

NOTARY PUBLIC

My commission expires

This instrument was prepared by, and after recording, please return to:

Mark Lenz Assistant Corporation Counsel Room 1610 30 North LaSalle Street Chicago, Illinois 60602 312/744-1041

98293600

Property of Coot County Clert's Office

### EXHIBIT A

#### LEGAL DESCRIPTION OF PROPERTY

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:

LOT 35 IN ROBERTSON & FITCH'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Cormonly Known As:

3548 South Prairie Avenue

Chicago, Illinois

or Cook County Clark's Office Permanenc Index Number: 17-34-309-064-0000