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Cook County Recorder 29.00



99858128

78-29-402
2002

QUITCLAIM DEED

(The Above Space For Recorder's Use Only)

Grantor, the CITY OF CHICAGO, an Illinois municipal corporation located at 121 North LaSalle Street, Chicago, Illinois 60602 ("Grantor"), for and in consideration of One and 00/100 DOLLARS (\$1.00) conveys and quitclaims, pursuant to ordinance adopted on January 14, 1998, to the National Italian American Sports Hall of Fame, Inc., an Illinois not for profit corporation, having its principal office at 2100 E. Devon, Elk Grove Village, Illinois 60007 ("Grantee"), all interest and title of Grantor in the following described real property ("Property" or "Parcel"):

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, which covenants and conditions are as follows:

FIRST: Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due. Prior to the issuance by Grantor of a Certificate of Compliance or Certificate of Completion ("Certificate"), Grantee shall not encumber the Property except as permitted by that certain Agreement for the Sale and Redevelopment of Land entered into by Grantor and Grantee on August 18, 1998, and recorded with the Cook County Recorder of Deeds Office on 9-9-99, as document # 99858128 ("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 except as permitted by the Agreement, until Grantor issues a Certificate for the Property.

SECOND: Grantee shall promptly commence the construction of the Project (as defined in the Agreement) in accordance with those certain plans and specifications dated April 29, 1998, and revised June 3, 1998, approved by Grantor and the terms of the Agreement and shall diligently proceed with the construction of the Project to completion; provided, that, in any event, construction of the Project shall commence within six (6) months of the date of this Deed and shall be completed within eighteen (18) months of said Deed date. 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 of the City of Chicago.

THIRD: Until Grantor certifies in writing that the Project has 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 this Deed and the Agreement. For purposes of this section, the term convey includes the assignment of a beneficial interest in a land trust. 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 or 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 the covenants enumerated **FIRST, SECOND** and **THIRD** shall terminate on the date Grantor issues the Certificate as herein provided except only that the termination of the covenant enumerated **FIRST** 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 enumerated **FOURTH** shall remain in effect without any limitation as to time.

In the event that subsequent to the conveyance of the Property and prior to delivery of the Certificate 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 this Deed, and such title, right and interest of Grantee, or any assigns or successors in interest, to and in the Parcel shall revert to Grantor. Said right of re-entry by Grantor shall terminate upon the issuance of the Certificate by Grantor.

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 Project 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.

Promptly after the completion of the Project, in accordance with the Drawings and consistent with the terms of the Agreement, Grantor shall furnish Grantee with a Certificate as outlined in Section 9 of the Agreement. The Certificate shall be a conclusive determination of satisfaction and termination of the agreements and covenants contained in the Agreement and in this Deed with respect to the construction of the Project.

The Certificate 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. Once the Certificate is recorded, the Agreement shall no longer be deemed to be a title encumbrance on the Property.

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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 9th day September, 1999.

CITY OF CHICAGO, a municipal corporation

By: *Richard M. Daley*
RICHARD M. DALEY, Mayor

ATTEST:

James J. Laski
James J. Laski, City Clerk

This instrument was prepared by:
ELIZABETH K. WHITAKER
Assistant Corporation Counsel
Suite 1610
30 N. LaSalle Street
Chicago, Illinois 60602
312/744-1807

After recording, please mail to:
J.R. Marconi
Suite 2200
222 North La Salle St.
Chicago, IL 60601

Box
333

c:\ekw\Italian-Amer Hall.qcd

PROVISIONS OF PARAGRAPH B, SEC. 200.1-2 (B-3) OR PARAGRAPH B, SEC. 200.1-4 (B) OF THE CHICAGO TRANSACTION TAX ORDINANCE

Elizabeth K. Whitaker
ELIZABETH K. WHITAKER, SELLER REPRESENTATIVE

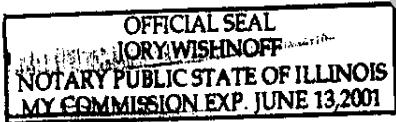
Under provisions of Paragraph B, Section 200.1-2 (B-3)
9/9/99 Date
Elizabeth K. Whitaker Payer, Seller or Representative

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, JORY WISHNOFF, 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 9th day of SEPTEMBER, 1999.



[Handwritten Signature]
 NOTARY PUBLIC

(SEAL)

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

LOT 9, 10 AND 11 IN THOMAS STINSON'S SUBDIVISION OF BLOCK 48 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, IN COOK COUNTY, ILLINOIS

COMMON ADDRESS: 1423-31 West Taylor Street
Chicago, Illinois

P.I.N 17-17-325-012
17-17-325-036

Property of Cook County Clerk's Office