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1999-10-21 14:52:04  
Cook County Recorder 31.00



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(The Above Space For Recorder's Use Only)

**QUITCLAIM DEED**

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THE CITY OF CHICAGO, an Illinois municipal corporation having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602 ("Grantor"), for the consideration of Forty Thousand Five Hundred Dollars and 00/100 (\$40,500.00), conveys and quitclaims pursuant to an ordinance adopted by the City Council of the City of Chicago September 1, 1999 to FILLMORE DEVELOPMENT L.L.C., an Illinois limited liability company located at 357 West Chicago Avenue, Chicago, Illinois 60610 ("Grantee") the following described real property ("Property"):

*G. DMK*

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 binding on Grantee and Grantees' successors and assigns. Except as otherwise defined herein, all words with initial capitals shall have the meaning as defined in that certain Agreement for the Sale and Redevelopment of Land entered into by Grantor and Grantee on or as of June 25, 1998 and recorded as document No.98695167 ("Redevelopment Agreement").

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**FIRST:** Grantee shall devote the Property only to those uses authorized by Grantor and specified in the applicable provisions of the Near West Side Conservation Area Plan approved by the City Council of the City of Chicago pursuant to an ordinance adopted May 26, 1961, including any amendments approved by the City Council to the date of this Deed.

**SECOND:** Grantee shall pay, for as long as it is the legal title holder, real estate taxes and assessments on the Property or any part thereof when due. Except as permitted by the Redevelopment 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 Partial and/or Final Certificate of Completion, as defined in the Redevelopment Agreement.

**THIRD:** Grantee shall promptly commence the construction of the Improvements in accordance with the terms of the Redevelopment Agreement and those Site Plans and Architectural Drawings which have been approved by Grantor, and shall diligently proceed with the construction of the Improvements to completion; provided, that, in any event,

**BOX 333-CTI**

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Grantee shall apply for building permits for each of the lots herein conveyed within thirty (30) days of the date hereof, and shall commence the construction of the Improvements within forty-five (45) days of the issuance of said building permits. Except as otherwise provided in the Redevelopment Agreement, the Improvements shall be completed within four (4) years of the date hereof.

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

**FOURTH:** Except with respect to such Completed Units for which Partial Certificates have been issued, Grantee or its successors in interest shall not, without the prior written consent of Grantor: (a) sell or convey the Property or any part thereof, or (b) create any assignment with respect to the the Property that would take effect prior to the issuance of the Final Certificate by Grantor in accordance with Section 14 of the Redevelopment Agreement, or (c) contract or agree to: (i) sell or convey the Property, or (ii) create any assignment with respect to the Property that would take effect prior to the issuance of the Final Certificate by Grantor in accordance with Section 14 of the Redevelopment Agreement. The prohibitions contained herein shall not apply to those units for which Partial Certificates have been obtained, nor shall they limit Grantee's rights under Section 17 of the Redevelopment Agreement.

**FIFTH:** 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 covenant numbered **FIRST** shall terminate after May 26, 2001. The covenants numbered **SECOND**, **THIRD** and **FOURTH** shall terminate on the date Grantor issues the Partial or Final Certificates, as the case may be, except only 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 during Grantee's ownership of the Property. The covenant numbered **FIFTH** 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 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 Improvements or to guarantee such construction or completion, nor shall any covenant or any other provision contained herein be construed to so obligate such holder. Nothing in this Deed shall be construed to permit any such holder to devote the Property or any portion thereof to a use or to

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construct improvements thereon other than those permitted in the Near West Side Conservation Area Plan.

For purposes of the foregoing paragraph, a holder of any mortgage or trust deed does not include a purchaser at a foreclosure sale other than the holder of the mortgage which is the subject of such foreclosure proceeding.

(Signature page to follow)

Property of Cook County Clerk's Office



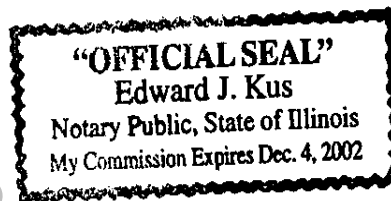
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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, EDWARD J. KUS, a Notary Public in and for said County, in the state aforesaid, do hereby certify that James J. Laski, City Clerk, 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, sealed and delivered as City Clerk of the City of Chicago, the said instrument, as his free and voluntary act, and as the act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19<sup>th</sup> day of October, 1999.

Edward J. Kus  
Notary Public



Mail to,  
7 Moore Development  
of Thrush Rev.  
357 W. Chicago ave  
Chicago, IL 60610

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## EXHIBIT A

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

### **PARKING LOT, 1424-28 & 1434 W. FILLMORE**

LOTS 29, 31 & 32 IN THOMAS STINSON'S SUBDIVISION OF BLOCK 48 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-17-325-027, 029 & 30

Property of Cook County Clerk's Office

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