

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION**

COUNTY OF COOK D/B/A)
COOK COUNTY LAND)
BANK AUTHORITY,)
)
Plaintiff)
)
)
v.)
)
)
MOHAMMAD OTHMAN)
Defendants.)

Case No. 2020CH06066

10614124

8537 S. Essex Ave., Chicago, IL 60617

COMPLAINT TO QUIET TITLE AND FOR EJECTMENT

Now comes Plaintiff, County of Cook d/b/a Cook County Land Bank Authority (“CCLBA”), by and through its attorneys, Denzin Soltanzadeh, LLC and in support of its Complaint to Quiet Title and for Ejectment states as follows:

NATURE OF THE CASE

1. Defendants Mohammad Othman, (“Defendant”) has breached the condition subsequent contained in the deed from CCLBA to Defendant by failing to bring the property commonly known as 8537 S. Essex Ave., Chicago, IL 60617 (“Property”) into compliance with all federal, state, and local building and housing codes applicable to the Property and obtain all necessary approvals and certifications to permit occupancy of primary structures on the Property within twelve (12) months of Defendant’s acquisition.
2. Plaintiff brings this action seeking an order quieting title to the Property in CCLBA, a judicial deed reflecting that CCLBA is the sole party in title to the Property, and an order granting

CCLBA possession of the Property. Property, commonly known as 8537 S. Essex Ave., Chicago, IL 60617, is legally described as follows:

LOT 33 (EXCEPT THE SOUTH 20 FEET THEREOF) AND LOT 34 IN BLOCK 54 IN HILL'S ADDITION TO SOUTH CHICAGO SAID ADDITION BEING A SUBDIVISION OF THE SOUTH WEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 8537 S. Essex Ave., Chicago, IL 60617

Permanent Index Number: 21-31-318-040-0000

3. On or about June 12, 2018 CCLBA and Defendant entered into a purchase-sale agreement ("Purchase Agreement") under which Defendant was to purchase the Property from CCLBA. A copy of the Purchase Agreement is attached hereto as Exhibit A.

4. Under the Purchase Agreement, Defendant further agreed that it would purchase the property subject to a deed restriction ("Deed Restriction") under which CCLBA would have the right to reenter, retake and repossess the Property if Defendant did not, within twelve (12) months of the date of execution of the deed conveying title from CCLBA to Defendant, bring the Property into compliance with all federal, state, and local building and housing codes applicable to the Property and obtain all necessary approvals and certifications to permit occupancy of primary structures on the Property.

5. The closing occurred on or about September 24, 2018 and on that day title to the Property transferred from CCLBA to Defendant.

6. The deed conveying the property from CCLBA to Defendant was executed on June 20, 2018, and recorded on September 27, 2018, in the Cook County Recorder of Deeds as Document

No. 1827041087 (“Deed”), and included the Deed Restriction. A copy of the Deed including the Deed Restriction is attached hereto as Exhibit B.

7. In accordance with the Purchase Agreement, the Deed Restriction reserved a right of reentry in favor of CCLBA for breach of the conditions set forth in the Deed Restriction.

COUNT I – QUIET TITLE

CCLBA repeats and incorporates the allegations in Paragraphs 1-7 of this complaint in this Count I.

8. The Property is not currently compliant with state and local building codes.

9. Defendant has not obtained necessary approvals and certifications to permit occupancy of primary structures on the Property.

10. As of the filing of the Complaint, the Property is vacant.

11. The non-compliant state of the Property and Defendant’s failure to obtain necessary approvals and certifications as set forth herein is a breach of the conditions set forth in the Deed Restriction by Defendant.

12. Defendant’s breach of the Deed Restriction entitles CCLBA to exercise the right of reentry reserved in favor of CCLBA.

13. CCLBA has formally exercised its right of reentry by giving notice to Defendant that it was doing so and filing and serving this lawsuit.

14. CCLBA’s interest in the Property is superior to that of Defendant.

15. The Deed, as it currently exists in the public record, represents an outstanding claim that is invalid because CCLBA has exercised its right to reenter, retake, and repossess the Property. The Deed puts CCLBA’s ownership of the Property in question. As a result, the Deed is a cloud on title.

16. CCLBA is the owner of the Property and is entitled to have the cloud removed.
17. CCLBA has no adequate remedy at law.

WHEREFORE, Plaintiff, County of Cook d/b/a Cook County Land Bank Authority requests the following relief:

- A. An order quieting title to the Property in favor of County of Cook d/b/a Cook County Land Bank Authority.
- B. A judicial deed free and clear of Defendant's interest and in favor of County of Cook d/b/a Cook County Land Bank Authority.

COUNT II – EJECTMENT


18. CCLBA repeats and incorporates the allegations in Paragraphs 1-17 of this complaint in this Count II.
19. CCLBA has a valid subsisting interest in the Property and a right to recover the Property by virtue of the Deed Restriction.
20. As of the filing of this Complaint, the Property is vacant and Defendant is joined as a person claiming ownership of the Property.
21. CCLBA was possessed of the Property on or about June 14, 2018.
22. Defendant took possession of the Property on or about September 24, 2018.
23. As of the filing of this Complaint, Defendant wrongfully withholds possession of the Property.
24. CCLBA's interest in the property is fee simple.

WHEREFORE, Plaintiff, County of Cook d/b/a Cook County Land Bank Authority requests the following relief.

A. A finding that County of Cook d/b/a Cook County Land Bank Authority recovers possession of the Property from Defendant.

Respectfully submitted,

County of Cook d/b/a Cook County Land
Bank Authority

By: 
One of its attorneys

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EXHIBIT A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered between the County of Cook, Illinois, a body politic and corporate, d/b/a Cook County Land Bank Authority ("CCLBA" or "Seller"), and Mohammad Othman ("Purchaser") (collectively the "Parties"). For all purposes, the date of this Agreement (the "Effective Date") shall be the latest date of execution shown below the Parties' signatures.

RECITALS

In consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. *Property to be Purchased.* Subject to compliance with the terms and conditions of this Agreement, Seller agrees to convey to Purchaser and Purchaser agrees to purchase from Seller the real Property commonly known as 8537 S. Essex Avenue, Chicago, Illinois 60617, legally described in Exhibit A (the "Property").

2. *Purchase Price.* The purchase price for the Property shall be Forty Thousand and no/100 Dollars (\$40,000.00) ("Total Purchase Price") and Purchaser has agreed to pay Seventeen Thousand Two Hundred Eighty-Seven and no/100 Dollars (\$17,287.00) at Closing ("Payment"). Seller agrees to lend Twenty Thousand and no/100 Dollars (\$20,000.00) toward the Total Purchase Price as a forgivable loan ("Loan"), pursuant to a Forgivable Loan Agreement and Promissory Note, and secured by a mortgage, substantially in the form of the documents attached hereto as Exhibit B. Seller further agrees to credit the remaining balance of the Total Purchase Price, equal to Seven Hundred Thirteen and no/100 Dollars (\$2,713.00) to Purchaser at Closing.

3. *Application Fee.* Purchaser has paid an Application Fee of One Thousand and no/100 Dollars (\$1,000.00) that will be credited to Purchaser at closing. Purchaser acknowledges that the Application Fee will be retained by Seller if Purchaser does not complete the purchase of the Property.

4. *Closing.* The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") after CCLBA provides the Purchaser notice of its acquisition of the Property ("Notice of Acquisition") at a mutually agreeable time at the offices of the title company of Seller's choice, unless otherwise agreed to by the Parties ("Title Company"). If Closing takes place at Seller's preferred Title Company, Seller shall pay all costs of escrow and settlement associated with issuance of an ALTA owner's title insurance policy. If the Parties agree to close at the Title Company of Purchaser's choice the Purchaser shall pay all costs of escrow and settlement. The Payment, as adjusted by any prorations, shall be paid in full at Closing by wire transfer or as otherwise agreed to by the Parties in writing.

5. *Title.* At Seller's expense, Seller will deliver or cause to be delivered to Purchaser or Purchaser's attorney, within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA owner's title insurance policy in the amount of the Total Purchase Price with extended coverage and issued by Seller's preferred Title Company on or subsequent to the Effective Date. The requirement to provide extended coverage shall not apply if the Property is unimproved land and Purchaser shall pay the costs associated with any mortgage policy or endorsements required by Purchaser or Purchaser's lender. If Purchaser elects to acquire title services from the Title Company of Purchaser's choice, Purchaser shall:

A) Pay all escrow, settlement, and title charges; and

- B) At the time of Purchaser's execution of this Agreement, indicate to Seller's attorney whether Purchaser will acquire title services from a Title Company of Purchaser's choice.

6. Closing Costs; Related Fees. Notwithstanding local custom, all costs of Closing, and related costs of due diligence ("Closing Costs"), shall be paid as follows:

A) Seller shall pay:

1. The costs associated with the issuance of an ALTA owner's title insurance policy issued by the Title Company of Seller's choice;
2. The costs of escrow and settlement services provided by the Title Company of Seller's Choice related to the ALTA owner's title insurance policy;
3. The costs of obtaining any required real estate transfer tax stamp, except any realty transfer tax the Purchaser is responsible for;
4. The costs of recording the satisfaction of any existing mortgage and any other documents necessary to make title marketable; and
5. The costs of recording the Deed (as defined herein) and Seller's mortgage (attached as Exhibit B).

B) Purchaser shall pay:

1. The balance of the Purchase Price;
2. The costs of any realty transfer tax due on the sale and designated as Purchaser's cost by the municipality;
3. Any mortgage policy or endorsements required by the Purchaser or Purchaser's lender and issued by Seller's preferred Title Company, and any related escrow and settlement fees;
4. The costs of any survey that Purchaser may choose to acquire;
5. The costs of recording any purchaser recordings;
6. Any other Closing Costs not expressly assumed by the Seller in this Agreement; and
7. If Purchaser chooses to acquire an ALTA owners title insurance policy from the Title Company of Purchaser's choice, Purchaser shall pay all title, escrow, or settlement services.

7. Rights of Inspection; Inspection Period. Purchaser, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Property and all parts thereof, upon reasonable notice to Seller. Purchaser and its agents and representatives shall also have the right to enter upon the Property at any time after the Notice of Acquisition for any purpose related to this transaction, including inspecting, surveying, engineering, testing of mechanical systems, performance of environmental tests and such other work as Purchaser shall consider appropriate (the "Inspections"), provided that Purchaser shall hold Seller harmless and fully indemnify Seller against any damage, claim,

liability or cause of action arising from or caused by the actions of Purchaser, its agents, or representatives upon the Property, and shall have the further right to make such inquiries of governmental agencies and utility companies, and to make such feasibility studies and analyses as it considers appropriate. Seller shall cooperate with Purchaser with respect to the Inspections, including but not limited to the execution of any documents reasonably necessary for such Inspections, provided that Seller shall bear no expense in connection therewith.

The obligations of Purchaser under this Agreement are expressly subject to and conditioned upon the determination by Purchaser, in its sole discretion and judgment that the Property is satisfactory for the uses and purposes intended by Purchaser, which determination shall be made within the time periods herein provided. In the event such conditions to Purchaser's obligations have not been satisfied within thirty (30) days of the Notice of Acquisition (such 30 day period from the Notice of Acquisition being herein referred to as the "Inspection Period"), Purchaser shall have the right, by written notice delivered to Seller on or before the last day of the Inspection Period, to terminate this Agreement for any reason, or no reason at all. Should such termination be delivered on or before the end of the Inspection Period, this Agreement shall be deemed null and void, and neither Party shall have any further duties or obligations under this Agreement. Should Purchaser fail to deliver to Seller such written notice, Purchaser shall be deemed to have waived its rights to terminate this Agreement pursuant to this Section.

8. Recognition of CCLBA Acquisition. Purchaser understands that the Seller acquired the Property "as is" and "with all faults." Seller did not originally construct any improvements on the Property. Seller has not occupied the Property for its own use. As stated throughout this Agreement, Seller has no knowledge, and makes no representations, about any Property condition, impairment or other encumbrance.

9. Control of Property. Prior to Closing and subject to Purchaser's indemnification obligations set forth in this Agreement, Seller shall have the full responsibility and the entire liability for any and all damages or injury of any kind whatsoever to the Property. If, prior to the Closing, the Property is materially damaged or the Property shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Purchaser, at its sole discretion, shall have the right to terminate this Agreement upon notice to Seller, without liability on its part, by so notifying Seller. If Purchaser does not exercise its right of termination, any and all proceeds arising out of such damage or destruction, if the same be insured, or out of any such eminent domain or taking, shall be assigned or distributed in the following manner: (a) Seller shall receive an amount sufficient to cover the total costs expended by the Seller pertaining to the Property, including but not limited to, survey costs, inspection costs, real estate taxes and administrative fees; and (b) all remaining proceeds shall be paid to the Purchaser on the Closing Date.

10. Representations of Seller. In order to induce Purchaser to enter into this Agreement, Seller represents, warrants and covenants to Purchaser as follows:

A) Seller has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated herein and to execute and deliver all documents and instruments to be delivered by Seller hereunder. The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

B) THE PROPERTY IS BEING SOLD IN AN "**AS IS**" CONDITION AND "**WITH ALL FAULTS**" AS OF THE DATE OF THIS AGREEMENT AND OF CLOSING. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY OFFICER,

EMPLOYEE, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO THE CONDITION OR REPAIR OF THE PROPERTY OR THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL THEREOF OR AS TO ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, REPAIR, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES, ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT, AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT OR THE EXHIBITS ATTACHED HERETO.

11. *Condition of Property.*

A) PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

1. The physical condition or any other aspect of the Property including the structural integrity or the quality or character of materials used in the construction of any improvement (e.g. drywall, asbestos, lead paint, urea formaldehyde foam insulation, etc.), availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leak, water damage, mold or any other matter affecting the stability, integrity or condition of the Property or improvements;
2. The conformity of the Property, or the improvements, to any zoning, land use or building code requirement or compliance with any laws, rules, ordinances, or regulations of any federal, State or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements, and/or any remodeling of the structure;
3. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or improvements including redhibitory vices and defects, apparent, non-apparent or latent, which now exist or which may hereafter exist and which, if known to the Purchaser, would cause the Purchaser to refuse the Property.

B) Purchaser understands that mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been

reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real Property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property. To the extent that any Mold is identified on the Property, Purchaser agrees to take all necessary measures to protect the health, safety, and welfare of Property inhabitants.

C) The Closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

D) Seller shall have absolutely no duty to modify, alter or clean the Property (or remove any contents at the Property, and in that regard the Seller represents that no other person has any right or claim to any contents in or at the Property and that the Seller's Bill of Sale will include such contents).

E) Purchaser waives any claim against Seller with respect to any of the Property conditions identified in this Section 11.

12. Disclosure of Lead-Based Paint Hazards. In the event the improvements on the Real Estate are improved with residential dwellings built prior to 1978, the Purchaser hereby acknowledges that:

A) the Purchaser has received the following Lead Warning Statement, and understands its contents:

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

B) the Purchaser has received a Lead Hazard Information pamphlet;

- C) Seller has no reports, records, or knowledge of lead-based paint and/or lead-based paint hazards in the Property; and
- D) Purchaser hereby waives any rights and/or remedies against the Seller provided to him as a Purchaser in the Residential Lead-Based Paint Hazard Reduction Act, including the Purchaser's ten day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

13. *Occupancy Status of Property.* The Purchaser acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property. The Purchaser acknowledges that Closing on this transaction shall be deemed the Purchaser's reaffirmation that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property.

14. *Good Faith Effort to Sell for Owner-Occupancy.* Purchaser agrees to make a good faith effort to complete the rehabilitation of the Property and sell the Property for owner-occupancy within six (6) months of Purchaser's acquisition of the Property. Purchaser further agrees to work with community partners where possible to market and sell the Property for owner-occupancy. Seller agrees to list the Property on its website as a property available for sale when the rehabilitation is complete and will make a good faith effort to assist Purchaser in marketing the Property, provided Seller does not incur any expense in doing so.

15. *Personal Property.* The Seller makes no representation or warranty as to the condition of any personal Property, title thereto, or whether any personal Property is encumbered by any liens. The Seller assumes no responsibility for any personal Property remaining on the Property at the time of Closing.

16. *Taxes and Special Assessments.* All general real estate taxes and special assessments that are levied with respect to the Property for the year of Closing will be prorated between Purchaser and Seller as of the business day immediately prior to the Closing Date. If the actual amount of taxes levied for the year of Closing cannot be determined, then the proration shall be based upon 100% of the most recent ascertainable full year tax bill. Purchaser agrees to release Seller from any and all claims arising from the adjustment or proration or errors in calculating the adjustment or proration that are or may be discovered after closing.

17. *Seller's Obligations at Closing.* At or prior to the Closing Date, Seller shall:

A) Deliver to the Title Company a duly recordable Special Warranty Deed to the Property conveying to Purchaser fee simple title to the Property and all of Seller's rights appurtenant thereto, together with all required transfer declarations duly executed by Seller;

B) Deliver to Purchaser any documents in Seller's possession with regard to any survey of the Property;

C) Deliver to the Title Company the affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code;

D) Deliver to the Title Company an ALTA Statement executed by Seller;

E) Deliver to the Title Company an affidavit stating that there is no Property manager at the Property; and

F) Deliver to the Title Company a settlement statement.

18. Purchaser's Obligations at Closing. At Closing, and subject to the terms, conditions, and provisions hereof, and the performance by Seller of its obligations as set forth herein, Purchaser shall deliver the full balance of the Payment, and pay Purchaser's Closing Costs outlined herein. At or before Closing, Purchaser shall execute and deliver to the Title Company or Seller such documents, and perform such acts, as are reasonably necessary to accomplish and/or consummate the Closing, including execution of the Forgivable Loan Agreement and Promissory Note and Mortgage.

19. Certificate of Occupancy. If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit ("Certificate of Occupancy") or any form of improvement or repair to the Property to obtain such Certificate of Occupancy necessary for the Property to be occupied, the Purchaser understands that the Seller requires the Certificate of Occupancy to be obtained by the Purchaser at the Purchaser's sole expense.

20. Delivery of Possession of Property. The Seller shall deliver possession of the Property to the Purchaser at Closing. If the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

21. Deed. The deed to be delivered by Seller at Closing shall be a special warranty deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise. Title when conveyed will be subject to conditions subsequent and the right of reentry set forth in **Exhibit C**. Any reference to the term "Deed" herein shall be construed to refer to such form of deed. Under no circumstances shall Seller be required to deliver any form of deed which grants a general warranty of title.

22. Defects in Title. If the Purchaser raises an objection to the Seller's title to the Property, which, if valid, would make title to the Property uninsurable, the Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to the Purchaser. However, if the Seller is able to correct the problem through reasonable efforts, as the Seller determines, at its sole and absolute discretion, prior to the Closing Date, including any written extensions, or if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then this Agreement shall remain in full force and the Purchaser shall perform pursuant to the terms set out in this Agreement. The Seller is not obligated to remove any exception or to bring any action or proceeding or bear any expense in order to convey title to the Property or to make the title marketable and/or insurable, and any attempt by the Seller to remove such title exceptions shall not impose an obligation upon the Seller to remove those exceptions. In the event the Seller is not able to make the title insurable or correct any problem or Purchaser is not able to obtain title insurance from a reputable title insurance company, all as provided herein, the Purchaser may terminate this Agreement. If the Purchaser elects to take title subject to the title objections, the Purchaser shall so notify the Seller. The Purchaser's silence as to any title objections shall be deemed as acceptance.

23. Conditions to the Seller's Performance. The Seller shall have the right prior to Closing, at the Seller's sole discretion, to terminate this Agreement if:

- A) The Seller determines that it is unable to convey title to the Property insurable by a reputable title insurance company at regular rates;
- B) Full payment of any Property, fire or hazard insurance claim is not confirmed prior to the Closing;
- C) Any third Party, whether tenant, homeowner's association, or otherwise, exercises rights under a right of first refusal to purchase the Property;
- D) The Seller, at the Seller's sole discretion, determines that the sale of the Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind;
- E) This Agreement was accepted and executed by Seller in noncompliance with the Cook County Land Bank Authority's policies, procedures or guidelines;
- F) Seller determines in its sole discretion that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation;
- G) Purchaser fails to execute and deliver the Forgivable Loan Agreement and Mortgage;
- H) The Purchaser is the former owner or mortgagor of the Property, or is related to or affiliated in any way with the former owner or mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies; or
- I) Material misrepresentation by the Purchaser.

24. Indemnification. The Purchaser agrees to indemnify and fully protect, defend, and hold the Seller, its officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against the Seller, its officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

- A) Inspections or repairs made by the Purchaser or its agents, employees, contractors, successors or assigns;
- B) Claims, liabilities, fines or penalties resulting from the Purchaser's failure to timely obtain any Certificate of Occupancy or to comply with equivalent laws and regulations;
- C) Claims for amounts due and owed by the Seller for taxes, homeowner association dues or assessment, including any penalty or interest and other charges related thereto.
- D) The Purchaser's or the Purchaser's tenants, agents or representatives use and/or occupancy of the Property prior to Closing and/or issuance of required Certificates of Occupancy.

25. **Risk of Loss.** In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. Whether or not Seller elects to repair or restore the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Total Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement.

26. **Keys.** The Purchaser understands that the Seller may not be in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, and any cost of obtaining the same will be the responsibility of the Purchaser. The Purchaser also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Purchaser is responsible for any and all costs associated with activating the alarm, including changing the access code or obtaining keys.

27. **Survival.** Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, including but not limited to any condition subsequent, shall survive the Closing and/or termination of the Agreement by any Party and continue in full force and effect.

28. **Brokerage.** Each Party shall individually pay for all costs and fees associated with any broker they have or may retain as part of the purchase and sale of the Property (i.e. Seller pays for Seller's broker; Purchaser pays for Purchaser's broker). Seller and Purchaser hereby agree to indemnify and hold one another harmless for any claim (including reasonable expenses incurred in defending such claim) made by a broker or sales agent or similar Party in connection with this transaction and claiming by or through the indemnifying Party and not disclosed herein. The provisions of this Section shall survive the Closing.

29. **Remedies.** If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, at Purchaser's discretion. In the event of termination, the Parties agree to refund to the originating Party any funds paid as part of the transaction. Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

30. **Contingent on CCLBA Acquisition of Property.** This Contract is contingent upon Seller's acquisition of the Property prior to August 5, 2018("Acquisition Deadline"). If, at any time, Seller notifies Purchaser that Seller will not be acquiring the Property prior the Acquisition Deadline, this Contract shall be null and void. The Acquisition Deadline may only be extended by mutual agreement by the Parties in writing.

31. **Good Standing.** If Purchaser obtains or plans to obtain financing related to the purchase, construction, or rehabilitation of the Property, Purchaser must be in good standing with the lender providing any such financing at the time of Closing. To comply with this provision, upon request by Seller, Purchaser must provide evidence of good standing with the lender. For purposes of this section, a Purchaser is in good standing with a lender if (a) the lender provides a written statement certifying that the Purchaser is in good standing under the lender's established standard for what constitutes a borrower in good standing; or (b) if the lender does not have an established standard for what constitutes a borrower in good standing, the lender provides a written statement that Purchaser is not in default in relation to any

financing agreement between Purchaser and the lender and does not have a history of delinquency in relation to any financing agreements between Purchaser and the lender that would materially affect Purchaser's ability to obtain financing from the lender.

32. *Anti-Predatory Lending Requirements.* Purchaser shall not obtain a loan or other financing toward the purchase or rehabilitation of the Property that is Predatory. For purposes of this provision, a loan or other financing is Predatory if either (1) the total points and fees exceed six percent of the total loan amount; or (2) the annual percentage rate for the loan exceeds twelve percent of the total loan amount. For purposes of this section, points and fees include, but are not limited to, origination fees, processing fees, underwriting fees, broker fees, and finder's fees. Points and fees do not include title fees, attorney's fees, notary fees, appraisal fees, credit fees, survey fees, insurance fees, state and local transfer fees, or home inspection fees.

Notwithstanding any other provision in this Agreement, Seller shall have the right prior to closing, at Seller's sole discretion, to terminate the contract if Purchaser obtains financing that is Predatory under the terms of this provision.

33. *Miscellaneous.* The following general provisions govern this Agreement.

A) No Waivers. The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

B) Time of Essence. Time is of the essence of this Agreement.

C) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.

D) Attorney Review. Purchaser's execution of this Agreement shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain and consult with legal counsel regarding the Agreement and the Exhibits attached hereto. Further, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

E) Notices. All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered in person, sent by facsimile (with verification of receipt), or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows hereafter (or sent to such other address as any Party shall specify to the other Party pursuant to the provisions of this Section) Notwithstanding the foregoing, the Parties hereby agree that all notices required under the Agreement shall be in writing and shall be deemed properly served if sent via E-Mail if an E-Mail address has been furnished by the recipient party or the recipient party's attorney to the sending party. Notice shall be effective as of date and time of E-Mail transmission, provided that, in the event E-Mail notice is transmitted after 5:00 P.M. Central Standard Time and before 9:00 A.M.

Central Standard Time, the effective date and time of such notice is the first hour of the next business day after transmission:

If to Seller:

Darlene Dugo
Cook County Land Bank Authority
69 W. Washington Street, Suite 2938
Chicago, Illinois 60602
Darlene@cookcountylandbank.org

With a copy to:

Stephen M. Soltanzadeh
Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer
140 South Dearborn Street, 6th Floor
Chicago, IL 60603
ssoltanzadeh@ancelglink.com

If to Purchaser:

Mohammad Othman
windycitydevelopment@gmail.com

With a copy to:

Scott Berman
scottberman@comcast.net

In the event either Party delivers a notice by facsimile, as set forth above, such Party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with. Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party.

F) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party. The foregoing restriction to the contrary notwithstanding, Purchaser shall have the unrestricted right on or before the Closing Date to assign Purchaser's rights and obligations under this Agreement to any entity owned or controlled by Purchaser. Upon such assignment, Purchaser shall remain liable pursuant to the terms of this Agreement.

G) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

H) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

I) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

J) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

K) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

PURCHASER:

Mohammad Othman
Mohammad Othman

Date: 6-12-18

SELLER:

County of Cook, Illinois, a body politic and corporate, d/b/a Cook County Land Bank Authority

By: Robert Rose
Robert Rose
Executive Director

Date: 6/29/18

EXHIBIT A

LEGAL DESCRIPTION

LOT 33 (EXCEPT THE SOUTH 20 FEET THEREOF) AND LOT 34 IN BLOCK 54 IN HILL'S ADDITION TO SOUTH CHICAGO SAID ADDITION BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PIN): 21-31-318-040-0000

Address of Real Estate: 8537 S. Essex Avenue, Chicago, Illinois 60617

EXHIBIT B

FORGIVABLE LOAN AGREEMENT and PROMISSORY NOTE

This Loan Agreement and Promissory Note ("Agreement") is made and entered into as of this ____ day of _____, 20__ ("Effective Date"), between the County of Cook, Illinois, a body politic and corporate, d/b/a Cook County Land Bank Authority ("CCLBA"), and Mohammad Othman ("Borrower") (collectively the "Parties").

RECITALS

WHEREAS, CCLBA was created by Cook County Ordinance 13-0-07 to facilitate the redevelopment and rehabilitation of vacant, abandoned, foreclosed or tax delinquent properties, to support efforts to stabilize neighborhoods, to help stabilize the tax base, and to enhance economic activities; and

WHEREAS, CCLBA is authorized to acquire and retain security interests in any real property or other fixtures by loan agreement, note, or mortgage; and

WHEREAS, CCLBA is the fee owner of real property located at 8537 S. Essex Avenue, Chicago, Illinois 60617 and as legally described in **Exhibit A** ("Property"); and

WHEREAS, Borrower desires to purchase the Property from CCLBA, pursuant to the terms of that certain Purchase and Sale Agreement dated _____, in order to help facilitate redevelopment, stabilization, and economic activity; and

WHEREAS, CCLBA has determined that this transaction warrants funding so that it can secure potential economic benefits for the public; and

WHEREAS, Borrower has specified that this funding will be used to finance the purchase of the Property; and

WHEREAS, CCLBA has authorized the sale of the Property to Borrower for Forty Thousand and no/100 Dollars (\$40,000.00) ("Total Purchase Price") and Borrower has agreed to pay Seventeen Thousand Two Hundred Eighty-Seven and no/100 Dollars (\$17,287.00) at Closing ("Payment"), with CCLBA agreeing to lend Twenty Thousand and no/100 Dollars (\$20,000.00) ("Loan") as a non-recourse, no interest, forgivable loan pursuant to the following terms and secured by a mortgage ("Mortgage"). CCLBA shall credit the remaining balance of the Total Purchase Price, equal to Two Thousand Seven Hundred Thirteen and no/100 Dollars (\$2,713.00), to Borrower at Closing.

WHEREAS, CCLBA agrees to forgive the Loan and release the Mortgage if the conditions described herein are satisfied.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, the Parties agree as follows:

AGREEMENT

1. **Recitals:** All above-stated recitals are incorporated by reference herein.
2. **Loan Amount and Terms:** Subject to the terms and conditions of the Purchase and Sale Agreement, CCLBA hereby agrees to provide Borrower with the principal sum of up to Twenty Thousand and no/100 Dollars (\$20,000.00) for a thirty-six (36) month period ("Term"). No interest shall accrue on the principal balance at any point during the Term of this Loan Agreement. No payments shall be due on the Loan unless there is a default, as described in Section 15 herein. Should a default occur, the outstanding principal balance will be immediately due and payable in accordance with the provisions set forth herein. Borrower shall have the right to prepay any part or all of the unpaid principal balance at any time without penalty. This loan is not assignable or transferable, unless agreed to by CCLBA's Executive Director in writing.
3. **Non-Recourse Loan:** CCLBA's only recourse for the satisfaction of the Loan shall be CCLBA's exercise of its rights and remedies with respect to the Property and any other collateral held by CCLBA as security for the Loan.
4. **Borrower's Obligations:** In consideration of the Loan, Borrower commits to the following ("Borrower's Obligations"):
 - a. Borrower shall bring the Property into compliance with all federal, state, and local building, housing and property maintenance codes applicable to the Property and obtain all necessary approvals and certifications to permit occupancy of primary structures on the Property, including a certificate of occupancy or any equivalent certification (e.g. certified statement confirming that the Property is code compliant) from the governing municipality, within twelve (12) months from the closing date of CCLBA's sale of the Property to Borrower;
 - b. Borrower shall, within ninety (90) days from the closing date of CCLBA's sale of the Property to Borrower, commence any work that is necessary to bring the Property into Compliance, as described in the preceding paragraph; and
 - c. Once Borrower obtains a certificate of occupancy or any equivalent certification, Borrower shall maintain the Property in compliance with all federal, state, and local codes, regulations and laws.
5. **Forgiveness of Debt:** Subject to Borrower's compliance with all terms of this Loan Agreement, including all Borrower Obligations set forth herein, the Loan will be forgiven and CCLBA will release its Mortgage upon:
 - a. (1) The sale of the Property to a third-party owner-occupant; and (2) compliance with Borrower's Obligations as set forth in Section 4 of this Loan Agreement; or
 - b. (1) The end of the thirty-six (36) month Loan Term; and (2) compliance with Borrower's Obligations as set forth in Section 4 of this Loan Agreement.

However, regardless of subsections (a) and (b) of this section, in the event of a default, as described in Section 15 below, the entire outstanding principal balance of the Loan will be immediately due and payable.

6. **Mortgage**: In addition to the protections given to CCLBA under this Loan Agreement, a Mortgage from Borrower to CCLBA will be recorded to secure the obligations set forth herein. The Mortgage may describe additional conditions and other rights CCLBA has if Borrower fails to comply.
7. **Release of Mortgage**: CCLBA shall release its Mortgage and lien thereof by proper instrument upon (i) payment and discharge of all indebtedness secured by the Mortgage or (ii) forgiveness of debt as detailed in Section 5 above.
8. **Obtaining A Release Upon Forgiveness of Debt**:
 - a. In order to obtain a release of the Mortgage from CCLBA upon forgiveness of the debt as detailed in section 5(a) above, Borrower must provide CCLBA a written request for a release with the following:
 1. a copy of the fully executed purchase and sale agreement between Borrower and a Third-Party Owner-Occupant purchaser ("Third-Party Owner-Occupant") for the sale of the Property from Borrower to the Third-Party Owner-Occupant;
 2. an affidavit from the Third-Party Owner-Occupant, signed by the Third-Party Owner-Occupant and notarized, attesting that the Third-Party Owner-Occupant intends to occupy the property as the Third-Party Owner-Occupant's primary residence upon purchasing the property from Borrower; and
 3. evidence that Borrower has brought the Property into compliance with all federal, state, and local building and housing codes applicable to the Property, with any and all necessary approvals and certifications to permit occupancy of primary structures on the Property, including a certificate of occupancy or any equivalent certification.

Within ten (10) days of receiving the request for a release, if all conditions for forgiveness of debt under section 5(a) as set forth in this Loan Agreement are met, CCLBA will provide a release of the mortgage. Said release will be delivered to the title company or closing specialist responsible for closing Borrower's sale of the Property to the Third-Party Owner-Occupant with escrow instructions that the release is to be effective, and is to be recorded, upon closing of Borrower's sale of the Property to the Third-Party Owner-Occupant.

If all conditions for forgiveness of debt under section 5(a) as set forth in this Loan Agreement are not met, CCLBA will, within ten (10) days of receiving the request for a release, deny Borrower's request for a release, providing CCLBA's reasons for denying the request and what steps, if any, Borrower can take to obtain the release.

- b. In order to obtain a release of the Mortgage from the CCLBA upon forgiveness of the debt as detailed in section 5(b) above, Borrower must provide the CCLBA a written request for a release with the following:
 1. documentation, such as, but not limited to, a copy of the deed or closing statement from the sale of the Property from CCLBA to Borrower, showing that at least 36 months has passed since the closing of CCLBA's sale of the property to Borrower; and

2. evidence that Borrower has brought the Property into compliance with all federal, state, and local building and housing codes applicable to the Property, with any and all necessary approvals and certifications to permit occupancy of primary structures on the Property, including a certificate of occupancy or any equivalent certification.

Within ten (10) days of receiving the request for a release, if all conditions for forgiveness of debt under section 5(b) as set forth in this Loan Agreement are met, the CCLBA will provide Borrower with a release of the Mortgage.

If all conditions for forgiveness of debt under section 5(b) as set forth in this Loan Agreement are not met, the CCLBA will, within ten (10) days of receiving the request for a release, deny Borrower's request for a release, providing CCLBA's reasons for denying the request and what steps, if any, Borrower can take to obtain the release.

9. **Subordination:** In the event that the Borrower needs to obtain financing to fund the acquisition or redevelopment of the Property, CCLBA agrees to execute a subordination agreement that subordinates its lien on, and all other rights and interests in, the title to the Property resulting from the Mortgage.
10. **Insurance:** Borrower agrees to provide and maintain at its own expense casualty and hazard insurance covering loss by fire or wind with extended coverage insuring all of the real estate, buildings, fixtures and improvements and all business machinery, equipment, furnishings and furniture at the Property. Evidence of such coverage will be provided to the CCLBA upon written request. The total amount of the insurance policy shall be sufficient to pay all indebtedness to lien holders and other parties with an interest in the Property, and pay CCLBA the entire outstanding principal balance. In the event of such loss, Borrower agrees to repay CCLBA any outstanding principal balance.
11. **Services Provided to Borrower:** CCLBA is not obligated to provide any services to Borrower other than those specified in this Loan Agreement.
12. **Period of Performance:** The Loan Agreement will terminate at the end of the Term, or upon prior release of the Loan and Mortgage under the terms of this Loan Agreement, as amended or modified by mutual agreement of the Parties in writing.
13. **Monitoring and Reporting:** During the Term of the Loan CCLBA may request, and Borrower promises to produce, documentation or certification demonstrating that the Property substantially complies with the provisions of the building and housing codes applicable to the Property and any other documentation as may be reasonably necessary to determine Borrower's compliance with the conditions set forth by the Loan Agreement.
14. **Waivers:** Borrower hereby waives presentment, demand of payment, protest, and any and all other notices and demands whatsoever. No waiver of any payment or other right by CCLBA under this Loan Agreement shall operate as a waiver of any other payment or right.
15. **Default:** This Loan Agreement shall be considered in default and any principal balance outstanding is due and payable if:
 - a. Borrower fails to bring the Property into compliance with all federal, state, and local building and housing codes applicable to the Property and obtain all necessary approvals and certifications to permit occupancy of primary structures on the Property, including a

certificate of occupancy or any equivalent certification within twelve (12) months from the closing date of CCLBA's sale of the Property to Borrower; or

- b. Borrower fails to commence any work that is necessary to bring the Property into Compliance, as described in the preceding paragraph, within ninety (90) days from the closing date of CCLBA's sale of the Property to Borrower. To avoid default under this provision, Borrower must, within five business days of any request from CCLBA, demonstrate to CCLBA's satisfaction that within ninety (90) days from the closing date of CCLBA's sale of the Property to Borrower, Borrower has taken some step toward bringing the Property into such compliance, including, but not limited to, construction work, necessary demolition work, requests for necessary permits, development of site plans, or other steps necessary toward bringing the Property into compliance; or
- c. Once Borrower obtains a certificate of occupancy or any equivalent certification, Borrower fails to maintain the Property in compliance with all federal, state, and local codes, regulations and laws for the remaining Term of the Loan; or
- d. Once the Property is occupied, Borrower fails to maintain the Property in compliance with all federal, state, and local codes, regulations and laws for the remaining term of the Loan. If Borrower is notified of noncompliance with the local building ordinance, Borrower is allowed a reasonable amount of time to bring said property back into compliance; or
- e. Borrower sells, abandons, or otherwise transfers, whether voluntary or involuntary, the Property prior to completing all Borrower Obligations, set forth in Section 4 hereto; or
- f. Borrower sells, abandons, or otherwise transfers, whether voluntary or involuntary, the Property to a non-owner occupant; or
- g. Borrower otherwise fails to satisfy any obligation set forth in this Loan Agreement.

Should it become necessary to collect the monetary obligations of this Loan Agreement through an attorney, Borrower agrees to pay all costs of collecting these monies, including reasonable attorneys' fees to the extent permitted by law, whether collected by suit, foreclosure, or otherwise.

16. **Right to Cure:** Notwithstanding any other provision in this Loan Agreement, CCLBA may, at its own discretion, provide terms for curing any default under this Loan Agreement ("Remedial Terms and Conditions"). Borrower's failure to strictly comply with any Remedial Terms and Conditions shall constitute default under Section 15.
17. **Indemnification:** Borrower shall indemnify, defend, and hold harmless CCLBA and its respective officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Loan Agreement by Borrower or any party in a relationship with Borrower. The liability of Borrower under this Loan Agreement shall continue after the termination of the Loan Agreement with respect to any liabilities, claims, suits, judgments and damages resulting from acts occurring prior to the termination of this Loan Agreement.
18. **Amendments:** Changes to this Loan Agreement will not be effective or binding unless in writing and signed by both Parties to the Loan Agreement.

19. **Governing Law:** This Loan Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.
20. **Authorization to Contract:** Before or at the time of execution of the Loan Agreement, Borrower must be able to provide evidence that it is duly incorporated, in good standing in the State of its incorporation, authorized to do business in the State of Illinois, and authorized to enter into this Loan Agreement. Borrower shall provide evidence to CCLBA demonstrating that the person executing the Loan Agreement and any supporting documents is authorized to act on behalf of Borrower in such a transaction.
21. **Termination of Agreement:** In addition to any other available legal or equitable remedy, CCLBA may terminate the Loan Agreement, in whole or in part, if Borrower has failed to comply with the conditions of the Loan Agreement and such failure has resulted in a default as set forth in Section 15 of this Loan Agreement. CCLBA shall provide the Borrower with written notice and the reasons for termination prior to termination.
22. **Severability:** The invalidity of any one or more phrases, sentences, clauses, or section contained in this Loan Agreement shall not affect the remaining portions of this Loan Agreement, or any part thereof. Further, various headings included in this Loan Agreement exist purely as an aid to locate particular wording, and do not in and of themselves in any way affect the substance of this Loan Agreement.
23. **Complete Document:** The Parties agree this Loan Agreement is a complete document in which all obligations have been reduced to writing, and there are no understandings, agreements, conventions or covenants not included herein.
24. **Assignment:** The Parties further agree that this Loan Agreement may not be assigned by Borrower without prior written approval by CCLBA.
25. **Binding Effect:** The provisions of this Loan Agreement shall both bind and benefit Borrower's successors, assigns, guarantors, endorsers, and any other person or entity now or hereafter liable hereon.
26. **Notices:** Notifications required pursuant to this Loan Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing. Notwithstanding the foregoing, the Parties hereby agree that all notices required under the Loan Agreement shall be in writing and shall be deemed properly served if sent via E-Mail if an E-Mail address has been furnished by the recipient party or the recipient party's attorney to the sending party. Notice shall be effective as of date and time of E-Mail transmission, provided that, in the event E-Mail notice is transmitted after 5:00 P.M. Central Standard Time and before 9:00 A.M. Central Standard Time, the effective date and time of such notice is the first hour of the next business day after transmission.

If to CCLBA:

Darlene Dugo
 Cook County Land Bank Authority
 69 W. Washington Street, Suite 2938
 Chicago, Illinois 60602
 Darlene@cookcountylanbank.org

With a copy to:

Stephen M. Soltanzadeh
Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer
140 South Dearborn Street, 6th Floor
Chicago, IL 60603
ssoltanzadeh@ancelglink.com

If to Borrower:

Mohammad Othman
windycitydevelopment@gmail.com

With a copy to:

Scott Berman
scottberman@comcast.net

27. **Time is of the Essence; Venue:** Time is of the essence hereunder. Borrower hereby submits (and waives all rights to object) to non-exclusive personal jurisdiction in the State of Illinois, and venue in the county in which payment is to be made as specified in the Agreement, for the enforcement of any and all obligations under this Agreement. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year identified by the CCLBA below.

BORROWER:

Mohammad Othman

Date: _____

CCLBA:

County of Cook, Illinois, a body politic and corporate, d/b/a Cook County Land Bank Authority

By: _____
Robert Rose
Executive Director

Date: _____

EXHIBIT A TO FORGIVABLE LOAN AGREEMENT and PROMISSORY NOTE

Legal Description

LOT 33 (EXCEPT THE SOUTH 20 FEET THEREOF) AND LOT 34 IN BLOCK 54 IN HILL'S ADDITION TO SOUTH CHICAGO SAID ADDITION BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PIN): 21-31-318-040-0000

Address of Real Estate: 8537 S. Essex Avenue, Chicago, Illinois 60617

Permanent Tax Index Number:

21-31-318-040-0000

This space reserved for Recorder's use only.

MORTGAGE

THIS INDENTURE (herein "Mortgage"), made on _____, 20____, between Mohammad Othman, whose mailing address is (10 N. Ashby Way, Bensenville, Illinois 60106), herein referred to as "MORTGAGOR," and County of Cook, Illinois, a body politic and corporate, d/b/a Cook County Land Bank Authority, whose mailing address is 69 W. Washington Street, Suite 2938, Chicago, IL 60602, herein referred to as "MORTGAGEE," witnesseth:

THAT WHEREAS the Mortgagor and the Mortgagee are parties to that certain Forgivable Loan Agreement and Promissory Note between Mohammad Othman and Cook County, Illinois, a body politic and corporate, d/b/a Cook County Land Bank Authority dated _____ (herein, the "Loan Agreement"), for loan funding related to the purchase of 8537 S. Essex Avenue, Chicago, IL 60617 ("Property"), pursuant to which the Mortgagee has agreed to advance funds to the Mortgagor and in consideration thereof the Mortgagor has agreed to comply with the terms and conditions of the Loan Agreement, which includes, upon the occurrence of certain events, the repayment of any funds advanced to the Mortgagor by the Mortgagee to the Mortgagee. Terms not otherwise defined herein shall have the meanings provided for in the Loan Agreement.

WHEREAS, Mortgagee has agreed to make a loan to Mortgagor in the maximum amount of Twenty Thousand and no/100 Dollars (\$20,000.00) (the "Loan");

WHEREAS, the Loan is evidenced, secured and governed by, among other things, this Mortgage and that certain Loan Agreement of even date herewith;

NOW, THEREFORE, the Mortgagor, to secure its obligations under the Loan Agreement, and the performance of the covenants and agreements herein contained, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of the estate, right, title and interest therein, situate, lying and being in the County of Cook, and State of Illinois legally, as described on Exhibit "A" attached hereto and made a part hereof, which, with the property hereinafter described, is referred to herein as the "Premises;"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves, and water heaters. All the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or his successors or assigns shall be considered as constituting part of the real estate.

The Loan shall have no interest and the Term of the Loan shall be designated in the Loan Agreement. Mortgagee's only recourse for the satisfaction of the Loan shall be Mortgagee's exercise of its rights and remedies with respect to the Property and any other collateral held by Mortgagee as security for the Loan.

TO HAVE AND TO HOLD the premises unto the MORTGAGEE, and the MORTGAGEE'S successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the MORTGAGOR does hereby expressly release and waive.

This Mortgage includes each and every one of the covenants, conditions and provisions appearing subsequent to the signature page hereof, all of which are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, its heirs, successors, and assigns.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the Mortgagor has caused its signature and seal to be hereto affixed and these presents to be signed by him on the day and year first written.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County in the State aforesaid, DO
HEREBY CERTIFY that _____, 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 the said instrument as his free and voluntary act, for purposes therein
set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this ____ day of _____, 20__.

Notary Public

This instrument was prepared by and
Should be returned to:

Brent O. Denzin
Ancel Glink P.C.
140 South Dearborn, 6th Floor
Chicago, Illinois 60603

THE COVENANTS, CONDITIONS AND PROVISIONS OF THE MORTGAGE

1. MORTGAGOR shall (1) comply with the Loan Agreement; (2) keep said premises in good condition and repair in accordance with local building codes without waste; (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; and (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof;

2. MORTGAGOR shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the MORTGAGEE duplicate receipts therefor. To prevent default hereunder MORTGAGOR shall pay in full under protest, in the manner provided by statute, any tax or assessment, which MORTGAGOR may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the MORTGAGEE the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by MORTGAGOR, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the MORTGAGEE'S interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the MORTGAGOR, upon demand by the MORTGAGEE, shall pay such taxes or assessments, or reimburse the MORTGAGEE therefore, to the extent allowed under law.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of this Mortgage or the Loan Agreement, the MORTGAGOR covenants and agrees to pay such tax in the manner required by any such law. The MORTGAGOR further covenants to hold harmless and agrees to indemnify the MORTGAGEE, and the MORTGAGEE'S successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of this Mortgage or the Loan Agreement.

5. MORTGAGOR shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the MORTGAGEE.

6. In case of default therein, MORTGAGEE may, but need not, make any payment or perform any act hereinbefore required of MORTGAGOR in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by MORTGAGEE to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon equal to the rate of interest of the first mortgage loan. Inaction of MORTGAGEE shall never be considered as a waiver of any right accruing to the MORTGAGEE on account of any default hereunder on the part of the MORTGAGOR.

7. The MORTGAGEE making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

8. MORTGAGOR shall pay each item of indebtedness herein mentioned if and when due according to the terms hereof. Upon an event of Default under the Loan Agreement and following any applicable notice and cure period, or upon a default of any of the terms and conditions herein and following any applicable notice and cure period, at the option of the MORTGAGEE, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the Loan Agreement or in this mortgage to the contrary, become immediately due and payable

9. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, MORTGAGEE shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of MORTGAGEE for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, and similar data and assurances with respect to title as MORTGAGEE may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by MORTGAGEE in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the MORTGAGEE shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

10. In the event of a foreclosure of a prior mortgage or mortgages, or transfer in lieu of foreclosure, the MORTGAGOR agrees that the net proceeds, if any, of a foreclosure sale (after payment of the prior mortgage or mortgages) or transfer in lieu of foreclosure shall be paid to the MORTGAGEE in payment and satisfaction of the amount loaned herein.

11. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of MORTGAGOR at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the MORTGAGEE may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when MORTGAGOR, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by an decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof

or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

12. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law.

13. The MORTGAGEE shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provision hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the MORTGAGEE, notwithstanding such extension, variation or release.

15. MORTGAGEE shall release this mortgage and lien thereof by proper instrument upon (i) payment and discharge of all indebtedness secured hereby or (ii) forgiveness of indebtedness as detailed in the Loan Agreement.

16. This mortgage and all provisions hereof, shall extend to and be binding upon MORTGAGOR and all persons claiming under or through MORTGAGOR, and the word "MORTGAGOR" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed this mortgage. The word "MORTGAGEE" when used herein shall include the successors and assigns of the MORTGAGEE named herein and the holder or holders, from time to time, of the Loan Agreement secured hereby.

17. Notwithstanding any foregoing provision to the contrary, if the recapture of funds required under this Mortgage is triggered by a sale (voluntary or involuntary) of the premises, and there are no net proceeds or the net proceeds are insufficient to repay the sums due MORTGAGEE, the MORTGAGEE will only recapture the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment and any closing costs.

18. The terms and conditions recited and set forth in the Loan Agreement are fully incorporated in this Mortgage and made a part hereof. MORTGAGOR and its successors and assigns shall comply with each and every of the covenants and conditions set forth in the Loan Agreement and an Event of Default under any of the conditions or provisions of the Loan Agreement shall constitute a default hereunder.

19. Provided an event of default does not then exist, MORTGAGOR's obligations under this Mortgage shall be deemed satisfied in accordance with the terms of the Loan Agreement, and provided that Mortgagor has satisfied all of the terms and conditions precedent to the Mortgagee's release of his Mortgage, MORTGAGEE will promptly deliver to MORTGAGOR a fully-executed release, in recordable form, of this Mortgage.

EXHIBIT A TO MORTGAGE

Legal Description

LOT 33 (EXCEPT THE SOUTH 20 FEET THEREOF) AND LOT 34 IN BLOCK 54 IN HILL'S ADDITION TO SOUTH CHICAGO SAID ADDITION BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PIN): 21-31-318-040-0000

Address of Real Estate: 8537 S. Essex Avenue, Chicago, Illinois 60617

EXHIBIT C

PURCHASER OBLIGATIONS

Purchaser/Grantee agrees to accept conveyance of the Property subject to each of the following conditions subsequent which shall be binding upon and enforceable against Purchaser/Grantee, its successors and assigns as follows:

Within twelve (12) months from the execution date on the Deed, Purchaser/Grantee shall bring the Property into compliance with all federal, state, and local building and housing codes applicable to the Property and obtain all necessary approvals and certifications to permit occupancy of primary structures on the Property, including a certificate of occupancy or any equivalent certification (e.g. certified statement from governing municipality confirming that the Property is code compliant). Upon a showing of hardship, the period of compliance may be extended for up to six (6) months. Any extension shall only be effective if set forth in writing by the Executive Director of CCLBA.

In the event of breach of any of the conditions subsequent, Seller/Grantor shall have a right of reentry to reenter, retake and repossess the Property and thereby terminate all right, title and interest Purchaser/Grantee may have or ever had in and to the Property. It is intended by the Parties, and the Seller/Grantor expressly acknowledges for itself, and all its successors in interest that the interest so reserved to the Seller/Grantor is a RIGHT OF REENTRY FOR BREACH OF THE CONDITION(S) SET FORTH HEREIN.

The failure by the Seller/Grantor to enforce any right of reentry shall in no event be deemed a waiver of the right of Seller/Grantor to thereafter enforce the right of reentry created hereby.

Seller/Grantor shall have the authority to enforce the right of reentry in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of the conditions created herein.

Upon satisfaction by Purchaser/Grantee of the conditions set forth herein, the Seller/Grantor will provide the Purchaser/Grantee with a Certificate of Satisfaction and Termination of Right of Reentry in recordable form certifying that the conditions and all rights to reenter, retake, and repossess the Property are terminated and extinguished ("Certificate").

In order to obtain the Certificate, Purchaser/Grantee must provide the CCLBA a written request for the certificate with documentation that Purchaser/Grantee has satisfied all conditions set forth herein. Within five (5) business days of receiving the documentation, CCLBA will (1) if all purchaser obligations set forth herein are met, provide the Certificate; (2) if all purchaser obligations set forth herein are not met, deny the request, providing CCLBA's reasons for denying the request and what steps, if any, Purchaser/Grantee can take to obtain the Certificate; or (3) give notice to Purchaser/Grantee that CCLBA intends to take reasonable further steps, including but not limited to inspecting the Property, to determine if all purchaser obligations have been met, after which it will grant the certificate upon satisfaction that all purchaser obligations have been met.

The invalidation of any one of the conditions contained herein by a court of competent jurisdiction shall in no way affect any of the other conditions contained herein, which shall remain in full force and effect.

EXHIBIT B



1827041087D

Doc# 1827041087 Fee \$44.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

AFFIDAVIT FEE: \$2.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/27/2018 11:12 AM PG: 1 OF 4

SPECIAL WARRANTY DEED

MAIL RECORDED DEED TO:

M Othman
4936 N. Moody
Chicago 60630

MAIL FUTURE TAX STATEMENTS TO:

M Othman
4936 N. Moody
Chicago 60630

186 N W 59th St
10222 CND

THE GRANTORS: County of Cook, a body politic and corporate, d/b/a Cook County Land Bank Authority, of the City of Chicago, County of Cook, State of Illinois, for and in consideration of TEN and NO/100 dollars (\$10.00) and other good and valuable consideration, in hand paid, does hereby GRANT, SELL, and CONVEY to GRANTEE Mohammad Othman, all interest in the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

LOT 33 (EXCEPT THE SOUTH 20 FEET THEREOF) AND LOT 34 IN BLOCK 54 IN HILL'S ADDITION TO SOUTH CHICAGO SAID ADDITION BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PIN): 21-31-318-040-0000

Address of Real Estate: 8537 S. Essex Avenue, Chicago, Illinois 60617

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises subject only to the covenants, conditions and restrictions of record, general real estate taxes not yet due and payable, and the conditions subsequent and the right of reentry set forth in Exhibit A.

GRANTOR, for itself and its successors and assigns, hereby covenants and represents that it has not done, or suffered to be done, anything whereby the premises hereby conveyed is, or may be, in any manner encumbered or charged, except as recited herein, and that it will warrant and defend the premises against all persons lawfully claiming by, through or under grantor and none other.

DATED this 20th day of June, 2018.

REAL ESTATE TRANSFER TAX 24-Sep-2018

CHICAGO:	300.00
CTA:	0.00
TOTAL:	300.00

21-31-318-040-0000 | 20180901683936 | 1-135-143-072

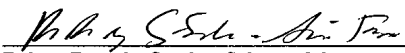
* Total does not include any applicable penalty or interest due.

REAL ESTATE TRANSFER TAX 24-Sep-2018

COUNTY:	0.00
ILLINOIS:	0.00
TOTAL:	0.00

21-31-318-040-0000 | 20180901683936 | 1-672-013-984

COUNTY OF COOK, A BODY POLITIC AND CORPORATE, D/B/A COOK COUNTY LAND BANK AUTHORITY

 (SEAL)
Robert Rose, by Stephen Soltanzadeh as attorney in fact

CHH
R

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that **Stephen Soltanzadeh**, with Power of Attorney for **Robert Rose, the Executive Director of the County of Cook, a body politic and corporate, d/b/a Cook County Land Bank Authority**, 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 acknowledged that he signed, sealed and delivered the said instrument on behalf of the Executive Director of Cook County Land Bank and as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 20th day of June, 2018.

 NOTARY PUBLIC

IMPRESS SEAL HERE



NAME and ADDRESS OF PREPARER:

Brent O. Denzin, Esq.
 Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.
 140 S. Dearborn Street – 6th Floor
 Chicago, Illinois 60603

COOK COUNTY-ILLINOIS TRANSFER STAMP:
 EXEMPT UNDER PROVISIONS OF 35 ILCS 200/31-45,
 PARAGRAPH (b), REAL ESTATE TRANSFER ACT

DATE: June 20, 2018

 Signature of Seller or Representative

FILED DATE: 9/29/2020 3:08 PM 2020CH06066

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantor 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 June 20, 2018

Signature: SS
Grantor or Agent

SUBSCRIBED and SWORN to before me

this 20th day of June, 2018.



Jenny Torres
NOTARY PUBLIC

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 title to real estate under the laws of the State of Illinois.

Dated June 20, 2018

Signature: SS
Grantee or Agent

SUBSCRIBED and SWORN to before me

this 20th day of June, 2018.



Jenny Torres
NOTARY PUBLIC

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.)

FILED DATE: 9/29/2020 3:08 PM 2020CH06066

EXHIBIT A
PURCHASER OBLIGATIONS

Purchaser/Grantee agrees to accept conveyance of the Property subject to each of the following conditions subsequent which shall be binding upon and enforceable against Purchaser/Grantee, its successors and assigns as follows:

Within twelve (12) months from the execution date on the Deed, Purchaser/Grantee shall bring the Property into compliance with all federal, state, and local building and housing codes applicable to the Property and obtain all necessary approvals and certifications to permit occupancy of primary structures on the Property, including a certificate of occupancy or any equivalent certification (e.g. certified statement from governing municipality confirming that the Property is code compliant). Upon a showing of hardship, the period of compliance may be extended for up to six (6) months. Any extension shall only be effective if set forth in writing by the Executive Director of CCLBA.

In the event of breach of any of the conditions subsequent, Seller/Grantor shall have a right of reentry to reenter, retake and repossess the Property and thereby terminate all right, title and interest Purchaser/Grantee may have or ever had in and to the Property. It is intended by the Parties, and the Seller/Grantor expressly acknowledges for itself, and all its successors in interest that the interest so reserved to the Seller/Grantor is a RIGHT OF REENTRY FOR BREACH OF THE CONDITION(S) SET FORTH HEREIN.

The failure by the Seller/Grantor to enforce any right of reentry shall in no event be deemed a waiver of the right of Seller/Grantor to thereafter enforce the right of reentry created hereby.

Seller/Grantor shall have the authority to enforce the right of reentry in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of the conditions created herein.

Upon satisfaction by Purchaser/Grantee of the conditions set forth herein, the Seller/Grantor will provide the Purchaser/Grantee with a Certificate of Satisfaction and Termination of Right of Reentry in recordable form certifying that the conditions and all rights to reenter, retake, and repossess the Property are terminated and extinguished ("Certificate").

In order to obtain the Certificate, Purchaser/Grantee must provide the CCLBA a written request for the certificate with documentation that Purchaser/Grantee has satisfied all conditions set forth herein. Within five (5) business days of receiving the documentation, CCLBA will (1) if all purchaser obligations set forth herein are met, provide the Certificate; (2) if all purchaser obligations set forth herein are not met, deny the request, providing CCLBA's reasons for denying the request and what steps, if any, Purchaser/Grantee can take to obtain the Certificate; or (3) give notice to Purchaser/Grantee that CCLBA intends to take reasonable further steps, including but not limited to inspecting the Property, to determine if all purchaser obligations have been met, after which it will grant the certificate upon satisfaction that all purchaser obligations have been met.

The invalidation of any one of the conditions contained herein by a court of competent jurisdiction shall in no way affect any of the other conditions contained herein, which shall remain in full force and effect.