This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Toledo, Ohio, a municipal corporation, hereinafter called the "City" pursuant to authority of Ordinance No. 63-77, passed on the 25th day of January, 1977, in consideration of the sum of One Dollar and 00/100 ($1.00) and other good and valuable considerations to it paid by

Jerome R., Jr. and Angela M. Rine
whose tax mailing address is 3555 Manhattan Boulevard, Apartment 22

the "Grantees", the receipt whereof is hereby acknowledged, does remise, release and forever quit-claim and forever release unto said Grantees, and his or her heirs and assigns forever, subject to the conditions and covenants hereinafter stated, the following real estate located at

2036 Elliott Street
City of Toledo, County of Lucas, State of Ohio and more particularly described as follows:

Lot number sixteen (16) in MAREKEL'S ADDITION
in the City of Toledo, Lucas County, Ohio

[Signature]

TRANSFERRED BY
IN COMPLIANCE WITH SEC. 5039.02 R.C.

WILLIAM G. GALVIN, AUDITOR

[Signature]

[Stamp]
Grantee, for himself, herself, his or her heirs and assigns, by acceptance hereof and as part of the consideration herefor, further covenants and agrees that the premises conveyed herein are also subject to all of the terms, provisions, covenants, conditions and restrictions contained in a certain agreement entitled "Contract for the Urban Homesteading Program", (hereinafter called "Agreement") executed by the Grantor and Grantee, dated [date], and is on file at the offices of the Department of Community Development; and

(2) Grantee for himself, herself, his or her heirs and assigns, by acceptance hereof, and as part of the consideration herefor, further covenants and agrees that the aforesaid provisions, covenants, conditions, and restrictions contained in the above-identified Urban Homesteading Program shall be and are hereby declared to be covenants running with the land and to be in effect from the date of this deed until three years after a certificate of occupancy is issued by the Urban Homesteading Program, enforceable as set out in the Agreement, and which in addition thereto, are hereby declared to be also for the benefit of the City and also enforceable by it. Any agreement or covenant referred to in the Agreement as being a covenant running with the land, shall run with the land and be valid and enforceable by and against the parties referred to in the Agreement, in accordance with the terms and provisions thereof.

In the event that said Grantee, his or her heirs and assigns should fail to comply with any one of, portion of, or all of the agreements, terms, provisions, covenants, conditions and/or restrictions contained in Sections 1 through 4 of this deed, then the Estate hereby conveyed shall be forfeited and shall revert and the City shall have the right to re-enter, and take possession of the property and to terminate (and reenter in the City) the estate conveyed herein to the Grantee, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the property herein to the Grantee is made upon a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Grantee, the City, at its option may declare a termination in favor of the City of the Title, and all of the rights and interests herein stated, and the estate conveyed to the Grantee, and such Title and the rights, title and interests of the Grantee and any assigns, any easements, or interests to and in the Property shall revert to the City, forever. However, then the right of the forfeiture, reentry, and possession of Title reserved by the City for a breach of any of the preceding conditions shall be subject to one shall not impair the lien of any mortgage of trust deed indebted by the aforesaid Agreement to which the estate of the said breach and any rights or interests provided in said Agreement for the protection of the holders of any evidence of indebtedness secured by any such mortgage or trust deed.
(3) Grantee for himself, herself, his or her heirs and assigns, by acceptance hereof and as part of the consideration herein, further covenants and agrees that itself and the land conveyed are subject to the following conditions which are more fully set forth in the Urban Homesteading Program, which conditions shall remain in full force and effect until the furnishing by the City of the Certificate of Completion as provided in Section 5 hereinafter:

(a) Agrees to meet all the provisions of a time-phased rehabilitation work proposal drawn up by both the homesteader and an authorized staff member of the Department of Community Development.

(b) Agrees contractually to rehabilitate the property in accordance with housing standards set out by the Building Official and the Commissioner of Health pursuant to Section 40-1-2.2 of the Toledo Municipal Code relating to habitability within six months after assignment and further agrees not to occupy the property until such time as the standards set out in Code §13.02 are met.

(c) Agrees contractually to rehabilitate or construct on, as the case may be, the parcel assigned to him and further agrees to rehabilitate the property in accordance with the housing standards set out in Chapter 40, Article I of the Toledo Municipal Code within eighteen (18) months of the execution of the Quit Claim Deed.

(d) Agrees contractually to permit periodic inspections by the Department of Community Development and any other authorized City official, but not more often than twice during any sixty day period, for a determination of whether reasonable and satisfactory progress is being made in rehabilitating or construction on the contracted parcel.

(e) Agrees contractually to live in and maintain as a residential dwelling conforming to the housing standards contained in Chapter 40, Article I of the Toledo Municipal Code, the property assigned, for a period of not less than three years.

(f) Accepts full responsibility for the payment of all utilities, taxes and fire insurance from the date the Quit Claim Deed is executed.

(g) Agrees to surrender and quit the contracted parcel in a condition at least equal to that when contracted and upon 30 days written notice by the Department of Community Development where as a result of periodic inspections it is determined that the homesteader has become unable or unwilling to proceed satisfactorily toward fulfilling the objectives and conditions of this agreement.

(h) The addition to the covenants in (3) (a) the Grantor also agrees to the following conditions and covenants:
(a) The Grantee agrees to promptly begin and diligently prosecute to completion the redevelopment of the premises through the construction of the Improvements thereon. Such construction shall be in any event commenced on or before _______ Jan. 27, 1979 ________, and completed on or before _______ July 31, 1979 ________, unless such completion time be extended as provided in the Agreement.

(b) In the event that subsequent to conveyance of the premises to the Grantee and prior to completion of the Rehabilitation as certified by the City as provided in Section 3 hereinafter:

1) The Grantee (or successor in interest) shall default or violate its obligations with respect to rehabilitation of the premises (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default or violation, abandonment, or suspension shall not be cured, ended, or remedied within 30 days after written demand by the Grantor so to do; or

2) The Grantee (or successor in interest) shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialman's or mechanic's lien or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged, or provision satisfactory to the City made for such payment, removal, or discharge within thirty (30) days after written demand by the City so to do; or

3) There is, in violation of the Agreement, any transfer of the Property or any part thereof and such violation shall not be cured within thirty (30) days after written demand by the City to the Grantee;

then the City shall have the right to re-enter and take possession of the premises and to terminate (and escape the Grantor) the estate conveyed hereby to the Grantee. In this event, the City, if willing to proceed to the execution of such termination, may sue the Grantee for specific performance of each and every condition precedent or to recover for the entire contract price paid or any other damages which may be occasioned thereby. In the event the City so elects, it shall have the right to declare a termination in favor of the City, it may then bring an action against the Grantee and the Grantee to quiet title and interests in and to the Property, and do all other acts and things necessary to secure and protect its title and interest in the Property. And that such title and interest shall be free and clear of any defect or vicesure that may attach to the Property and to the City, provided the City shall have the power in any action referred to in this Section to impose any condition as to the manner and form of transfer of the Property or of the title thereto that may be necessary or desirable in order to comply with any laws or regulations of any governmental body having jurisdiction thereof.
trust deed authorized by the Agreement in existence at the time of the
said breach and any rights or interests provided in said Agreement for
the protection of the holders of any evidence or indebtedness secured
by any such mortgage or trust deed.

(3) Certification of Completion of Improvements:

(a) The City, for itself and its successors and assigns, covenants
and agrees that promptly after completion of all contractual agreements
in regard to the completion of rehabilitation by the Grantee, his or her
heirs or assigns, on the premises, the City will issue a Certificate of
Improvements. Such certification by the City shall be a conclusive
determination of satisfaction that the obligations of the Grantee and his or
her heirs and assigns, to construct the improvements, the time of begin-
ning and completion thereof, and all other obligations set forth in
Section 4 hereof has been met.

(b) The City, for itself and its successors and assigns, covenants
and agrees that promptly after completion of all contractual agreements
by the Grantee, his or her heirs or assigns, on the premises, the City
will issue a Certificate of Completion which shall be in such form as
will enable it to be recorded with the Lucas County Recorder, Lucas
County, Ohio. Such certification by the City shall be a conclusive
determination of satisfaction and termination of the obligations and
covenants by the Grantee and in this Deed with respect to the obliga-
tions of the Grantee and its heirs and assigns, to construct the improve-
ments, and the construction and completion thereof, and all other
obligations contained in Section 4 hereof, and of the Grantee's compli-
cance with the terms and the aforementioned Agreement with respect to
such premises, and thereby purchasing or leasing the premises herein
conveyed, or any part thereof, and after the issuance of such
Certificate of Completion shall not incur any obligation under the
aforementioned Agreement entered into between City and Grantee
concerning the premises herein conveyed with respect to
such premises or part thereof.

(4) Use of the premises of the above described Agreement or
Trust Deed and any appurtenances thereto are revoked in this Deed.

(5) The City, for itself and its successors and assigns,

and the premises are hereby conveyed, subject to all
appurtenances thereto and the terms and conditions of
the Agreement and Deed.
STATE OF OHIO
LUCAS COUNTY, SS:

BE IT REMEMBERED THAT ON THIS 4TH day of
1927, before me, the subscriber, a Notary Public, in and for said county,
personally came the above named Frank Pinner, Acting City Manager of the
City of Toledo, Ohio and___ Mayor of the City of
Toledo, Ohio who being duly authorized in the premises, acknowledged the
execution of the foregoing Deed to be his voluntary act and deed for and as
the voluntary corporate act and deed of said City, the Grantee in the
foregoing Deed.

I, in due form of warranty, do hereby subscribe my name and affix my hand
thereunto as the day and year last aforesaid.

[Signature]
James R. Brenizer
Notary Public
Commission Expires

[Stamp]