

UNOFFICIAL COPY 00918638

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2000-11-21 15:32:43  
Cook County Recorder 29.00



00918638

This instrument was prepared by:  
Mark W. Burns  
Applegate & Thorne-Thomsen, P.C.  
322 South Green Street  
Suite 412  
Chicago, Illinois 60607

When recorded, return to:  
U.S. Department of Housing  
and Urban Development  
77 W. Jackson Boulevard, 26th Floor  
Chicago, Illinois 60604

209143

**USE AGREEMENT**

**OWNER:** Victoria Jennings Residences, Ltd., an Illinois not-for-profit corporation

**HUD:** United States of America acting by and through the Secretary of Housing and Urban Development

**PROJECT NAME:** Victoria Jennings Residences, Chicago, Illinois

**PROJECT NO.:** 071-HD088/IL06-Q961-003

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Box 430

Capital Advance Program Use Agreement

U.S. Department of Housing and Urban Development Office of Housing Federal Housing Commissioner

00918638

For Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2502-0470), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Do not send this form to the above address.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the projects meet statutory requirements, ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

This Agreement made the 21st day of November, 2000, by and between the United States of America, Secretary of Housing and Urban Development (hereinafter called "HUD") and VICTORIA JENNINGS RESIDENCES, LTD., an Illinois not-for-profit corporation, a private nonprofit corporation, organized and existing under and by virtue of the laws of the State of Illinois (hereinafter called the "Owner"), provides as follows:

Whereas, the Owner and HUD have entered into a Capital Advance Agreement to assist in financing a rental housing project to house elderly persons or persons with disabilities (hereinafter called "persons"), in accordance with Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act, and the applicable regulations;

Whereas, HUD through the Capital Advance Agreement has provided funding for the Project identified as project number 071-HD088/IL06-Q961-003, financed with a Note and Mortgage (Deed of Trust), dated Nov. 21, 2000 and covering real property as described in Exhibit "A" attached hereto, which Mortgage was recorded in the Recorder's Office of Cook County Illinois, as Instrument 00918636, on Nov. 21, 2000

Whereas, The Project is subject to a Regulatory Agreement, dated Nov. 21, 2000 and recorded on Nov. 21, 2000 in the Recorder's Office of Cook County, Illinois as document number 00918637.

Whereas, pursuant to section 202 of the Housing Act of 1959 (elderly projects) or section 811 of the National Affordable Housing Act (disabled projects) and the corresponding regulations, in exchange for HUD's agreement to provide capital advance financing and project rental assistance payments, the Owner has agreed to continue to operate the Project only as rental housing for very-low income elderly or disabled persons for not less than 40 years from September 1, 2000, unless otherwise approved by HUD

Now Therefore, in consideration of the mutual promises set forth herein and of other valuable consideration, the parties hereby agree as follows

- 1. Definitions. All terms used in this Agreement have the same meaning as set forth in the definitions in 24 CFR Part 889 or 890.
2. Term. This Agreement shall remain in effect for not less than 40 years from 9/1 October 21, 2001, unless otherwise approved by HUD.
3. Use Restriction. The Project shall be used solely as rental housing for very-low income elderly or disabled persons.
4. Transfer. HUD has been granted and is possessed of an interest in the above described Project such that the Owner shall remain seized of the title to said property and refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof without the release of said covenants by HUD.
5. Release. The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the Owner of any real or personal property which is determined to be excess to the needs of the Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use a streets, alleys, or other public rights-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying an interest therein, or (4) upon any instrument of release made by the Owner of the Project shall be effective to release such property from the restrictive covenants hereby created.
6. Enforcement. In the event of a breach or threatened breach of any of the provisions of this Agreement, any eligible tenant or applicant for occupancy, or the Secretary or his or her successor or delegates, may institute proper legal action to enforce performance of such provisions, to enjoin any acts in violation of such provisions, to recover whatever damages can be proven, and/or to obtain whatever other relief may be appropriate.
7. Severability. The invalidity, in whole or in part, of any of the provisions set forth above shall not affect or invalidate any remaining provisions.

# UNOFFICIAL COPY

In Witness Whereof, HUD and the Owner by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 21<sup>st</sup> day of November, 2000

00918638

(Seal)

Attest:

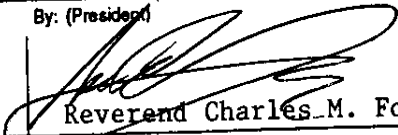


Secretary:

Janet Hill

Name of Owner: VICTORIA JENNINGS RESIDENCES, LTD.  
an Illinois not-for-profit corporation

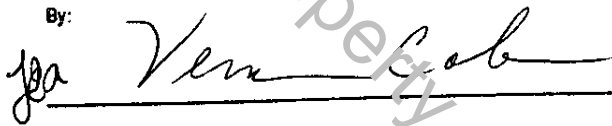
By: (President)



Reverend Charles M. Ford

United States of America, Secretary of Housing and Urban Development

By:



Title:

Director

Property of Cook County Clerk's Office

UNOFFICIAL COPY

State of ILLINOIS )

County of COOK )

ss: 00018638

Before me, DEBORAH MONROE, a Notary Public in and for said State,

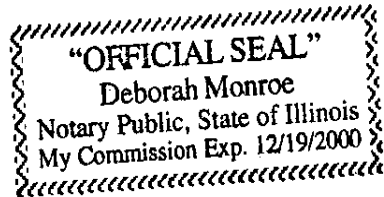
on this 21st day of November, 2000

personally appeared VERONICA COLEMAN, who is personally well known to me to be the authorized agent of HUD, and the person who executed the foregoing instrument by virtue of the authority vested in him by section 202 of the Housing Act of 1959 or section 811 of the National Affordable Housing Act, and I having first made known to him the contents thereof, he did acknowledge the signing thereof to be a free and voluntary act and done on behalf of the Secretary of Housing and Urban Development for the uses, purposes and considerations therein set forth.

Witness my hand and official seal this 21st day of November, 2000

(Seal)

Deborah Monroe (Notary Public)  
My commission expires 12/19, 2000.



State of ILLINOIS )

County of COOK )

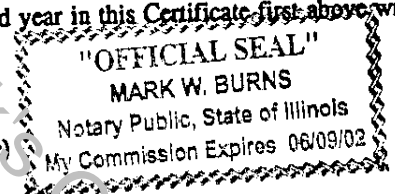
ss:

On this 21st day of November, 2000, before me residing therein, duly commissioned and sworn, personally appeared Janet Hill, a Notary Public in and for said county and State, proved to me on the basis of satisfactory evidence to be the Secretary of Victoria Jennings Residences, Ltd. that executed the within instrument and acknowledged to me that such Secretary executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written. (Seal)

Mark W Burns (Notary Public)

My commission expires \_\_\_\_\_, \_\_\_\_\_.



State of ILLINOIS )

County of COOK )

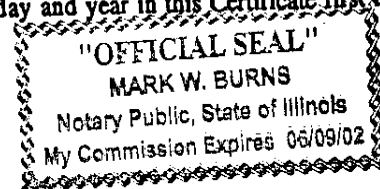
ss:

On this 21st day of November, 2000, before me residing therein, duly commissioned and sworn, personally appeared Reverend Charles M. Ford, a Notary Public in and for said county and State, proved to me on the basis of satisfactory evidence to be the President of Victoria Jennings Residences, Ltd. that executed the within instrument and acknowledged to me that such President executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written. (Seal)

Mark W Burns (Notary Public)

My commission expires \_\_\_\_\_, \_\_\_\_\_.



Victoria Jennings Residences, Ltd.  
HUD Project No. 071-HD-088/IL06-Q961-003

**EXHIBIT A**

**Legal Description**

**PARCEL 1:**

LOT 10 IN H.H. AND G.B. UPP'S SUBDIVISION OF THE EAST 223 FEET OF LOT 9 OF COUNTY CLERK'S DIVISION OF LOT 38 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH LINE OF LOT 10 AFORESAID BEING THE SOUTH LINE OF THE PRIVATE ALLEY SHOWN ON PLAT OF SAID UPP'S SUBDIVISION RECORDED AUGUST 9, 1887 IN BOOK 27 OF PLATS PAGE 2 AS DOCUMENT 859313, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE WEST 90.5 FEET (RECORD 90 FEET) OF LOT 9 IN COUNTY CLERK'S DIVISION OF LOT 38 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 1 IN MC CORD'S SUBDIVISION OF LOTS 10 AND 11, (EXCEPT THE WEST 25 ½ FEET OF LOT 11) OF COUNTY CLERK'S DIVISION OF LOT 38 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

|     |               |          |                  |
|-----|---------------|----------|------------------|
| PIN | 20-16-309-038 | Vol.422  | affects Parcel 1 |
| PIN | 20-16-309-033 | Vol.422  | affects Parcel 2 |
| PIN | 20-16-309-032 | Vol. 422 | affects Parcel 3 |

Street Address: 620-632 West 61<sup>st</sup> Street, Chicago, Illinois