



Doc#: 0324742064  
Eugene "Gene" Moore Fee: \$52.00  
Cook County Recorder of Deeds  
Date: 09/04/2003 07:41 AM Pg: 1 of 15

Prepared By And After  
Recording Return To:

John M. Rafkin  
Sidley Austin Brown & Wood  
Bank One Plaza  
10 South Dearborn  
Chicago, Illinois 60603

Handwritten notes: 7/23, JF, 21, G4SA 222 70 50

**INTER-FUNDER AGREEMENT**

The following are parties to this Inter-Funder Agreement dated this 5th day of August, 2003 (the "Agreement"):

- PARTY 1:** METROPOLITAN FAMILY SERVICES, an Illinois special charter not for profit corporation, with an address of 14 E. Jackson Blvd. 14th Floor, Chicago, Illinois 60604, Attn: Denis Hurley, Chief Financial Officer, Facsimile No.: (773) 884-0003, hereinafter referred to as the "OWNER";
- PARTY 2:** ILLINOIS FACILITIES FUND, an Illinois not for profit corporation, with an address of 300 West Adams Street, Chicago, Illinois 60606, Attn: Trinita Logue, Facsimile No.: (312) 629-0065, in the capacity of a lender (but not in any other capacity), hereinafter referred to as "LFF";
- PARTY 3:** THE CITY OF CHICAGO, ILLINOIS, an Illinois home rule unit of local government under Section 6(a), Article VII of the 1970 constitution of the State of Illinois, acting by and through its Department of Human Services ("CDHS"), with an address of 1615 West Chicago Avenue, Third Floor, Chicago, Illinois 60622, Attn: Commissioner, Facsimile No.: (312) 746-6498, acting in the capacity of a grantor (but not in any other capacity) of certain grant funds to Owner. The City of Chicago, in its foregoing capacity is sometimes hereinafter referred to as the "CITY".

Handwritten number: 15

Copies of any notices to be sent to the City should also be sent to:

Department of Law  
121 North LaSalle Street  
Room 600  
Chicago, Illinois 60602  
Facsimile No.: (312) 744-8538  
Attn: Finance and Economic Development Division

The parties hereto hereby agree as follows:

**ARTICLE 1. PRELIMINARY STATEMENTS**

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Stamp: BOX 343-CP

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**1.1** The Owner has a leasehold interest in a parcel of real estate commonly known as 3215 West 63rd Street, Chicago, Illinois, the legal description of which is set forth in **ATTACHMENT A** to this Agreement (the “**CHILD CARE CENTER SITE**”).

**1.2** The Owner desires and intends to develop the Child Care Center Site by renovating a building of approximately 5,088 square feet, for the purpose of operating a child care service facility, which the City deems desirable (the “**FACILITY CONSTRUCTION PROGRAM**”). The child care center constructed on the Child Care Center Site (the “**Facility**”) is to serve the Chicago Lawn community of the City of Chicago. The Facility will be operated by an operator from time to time (the “**Operator**”). As of the date hereof, the Operator shall be the Owner.

**1.3** The cost of the project is estimated to be approximately \$943,573.00. To fund the Facility Construction Program, the parties have agreed to participate in a coordinated financing program (the “**FACILITY FUNDING PROGRAM**”) which has the following characteristics:

- (a) The City will make a grant to the Owner pursuant to the terms of a Grant Agreement between the City and the Owner (as amended, restated or otherwise modified from time to time, the “**Grant Agreement**”). The funds granted to the Owner are a grant and are not secured by any property owned or leased by the Owner.
- (b) In addition to the foregoing, IFF will make a loan to the Owner, evidenced by a note, and secured by a mortgage and such other supporting documents and agreements, as more fully described in Article 3 of this Agreement.

**1.4** The parties are interested in contributing to the financial success of the Facility Construction Program and understand and acknowledge that proper coordination of the funding aspects of the program among the parties hereto is critical to the success of the program, and therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the various contribution levels, priority allocations and other concessions and agreements established in this Agreement. The parties hereto acknowledge and agree that at times certain parties hereto may not be treated equally under this Agreement, and that this fact was taken into account when establishing this Agreement. The Owner executes this Agreement to acknowledge the terms and conditions of the Facility Finance Program agreed to among the parties hereto.

## ARTICLE 2. CITY OF CHICAGO GRANT

**2.1** The City has entered into that certain Children’s Capital Fund Amended and Restated Financing Agreement between the City of Chicago and IFF dated as of August 19, 2002 (as further amended, restated or otherwise modified from time to time, the “**Financing Agreement**”), to evidence and govern IFF’s involvement in the Facility Funding Program and the Facility Construction Program. The City has agreed to grant certain funds to Owner, which grant shall be governed by the terms of the Grant Agreement. The Grant Agreement contains, among other things, restrictions on the use of the Child Care Center Site, and other restrictions and agreements to be complied with by the Owner. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of either the Financing Agreement or the Grant Agreement, the terms and conditions of this Agreement shall control.

## ARTICLE 3. ILLINOIS FACILITIES FUND LOAN

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**3.1** IFF may use whatever loan documents and other agreements, supporting documents and control agreements it deems desirable to establish its commitment to and control its involvement in the Facility Funding Program, so long as nothing in any of IFF's documents and agreements is inconsistent with, or in conflict with, any of the provisions of this Agreement. IFF's mortgage, together with all other loan documents and security instruments securing the Owner's liabilities and obligations to IFF under the Facility Funding Program are hereinafter collectively referred to as the "**IFF LOAN DOCUMENTS.**" In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the IFF Loan Documents, the terms and conditions of this Agreement shall control.

## ARTICLE 4. RIGHTS PERTAINING TO THE COLLATERAL AND TO PAYMENT

**4.1** The parties acknowledge, understand and agree that the Child Care Center Site, including all improvements thereto, and the personal property located on and used in connection with the Facility, are the only real and personal property involved in the Facility Funding Program, and that the same constitutes all of the collateral for the IFF Loan Documents (the "**COLLATERAL**").

**4.2** Notwithstanding: (a) any provisions to the contrary in any of the documents or instruments of any of the parties hereto; (b) the actual time or order of signing, execution or delivery of any of the documents or instruments of any of the parties hereof; (c) the actual time or order of attachment or perfection of any security interest under any of the documents or instruments of any of the parties hereto; or (d) the actual timing or order of the filing or recording of any loan document or security instrument of any of the parties hereto, the rights of the City under the Financing Agreement and the Grant Agreement, and any and all related documents and instruments, are and at all times shall remain, junior, subject and subordinate to the liens evidenced by the IFF Loan Documents.

**4.3** IFF agrees that, notwithstanding anything to the contrary contained in any other agreement, document or instrument, the IFF Loan Documents shall secure only the obligations of the Owner to IFF arising as a result of and pursuant to the loan documents and security instruments with respect to the Facility Funding Program, and shall not: (a) secure any other obligations or liabilities of the Owner to IFF; or (b) be cross-defaulted with any other obligations or liabilities of the Owner to IFF, other than those obligations and liabilities of Owner to IFF in connection with, or related to, the Facility.

**4.4** Notwithstanding anything to the contrary contained herein:

(a) In case of a loss or casualty to any portion of the Facility: (i) the City shall collect all insurance proceeds with respect to such loss or casualty and deposit such proceeds in the construction escrow account established pursuant to that certain Construction Escrow Agreement, by and among (together with certain other parties), the City, the Owner and IFF, to repair the damage caused by such loss or casualty and restore the Facility; and (ii) IFF shall administer and oversee the process by which the insurance provider will pay for costs incurred in the repair or restoration of the Facility.

(b) Notwithstanding the foregoing Section 4.4(a), in case of a loss or casualty to any portion of the Facility which, in IFF's and the City's mutual determination, is so extensive that construction of the Facility in accordance with the Grant Agreement and that certain Children's Capital Fund Program Development Agreement (the "Program Agreement") is no longer possible, IFF is authorized to collect all insurance proceeds and apply them to reduce the Owner's obligations under the IFF Loan Documents, if any. If such insurance proceeds exceed the amount of the IFF loan disbursed up to the date of the loss or casualty, IFF will pay such excess amount to the City no later than ten (10) days

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after receipt of such proceeds, to the extent such payment does not adversely affect the tax-exempt nature of the Bond Funds (as defined in the Grant Agreement), if any.

## ARTICLE 5. NOTICE AND CURE PROVISIONS

**5.1** The City agrees that, upon the default of the Owner under the Grant Agreement (or related document or instrument), and prior to the City exercising any of its rights or remedies under any of such documentation, the City shall give IFF written notice of such default. IFF shall thereafter have one hundred eighty (180) days after receipt of the notice of the Owner's default, to cure such default or replace the Owner in accordance with Sections 5.2 and 5.3 hereof (the "**IFF CURE PERIOD**"). The City agrees not to exercise any of its remedies under the Grant Agreement (and related documentation) or under applicable law until expiration of the IFF Cure Period and the City shall accept cure by IFF of such default as if such cure was made by the Owner, provided such cure is effected within the IFF Cure Period. The City agrees that IFF's exercise of its remedies under the IFF Loan Documents or the conveyance of the Child Care Center Site to IFF in lieu of exercise of remedies (and the subsequent conveyance by IFF to another leasehold owner or operator (or both)), shall not constitute a default under the Grant Agreement or the Grant Assignment, provided that IFF shall either cause the Owner to comply, or shall comply on behalf of the Owner, with the material obligations of the Owner under the Grant Agreement during the pendency of the exercise of such remedies (or conveyance in lieu thereof). Accordingly, subject to the terms of Section 5.3 below, the City agrees that the replacement of the Owner as the owner of the leasehold interest in the Child Care Center Site, or the replacement of the Operator of the Facility with another operator (or both), shall not constitute a default under the Grant Agreement (provided the use and operation of the Facility is not otherwise in violation of the Grant Agreement). The City acknowledges and agrees that such replacement may be effected by IFF's realization upon the Collateral and IFF's subsequent assignment of the Collateral from IFF to another entity, or in any other manner permitted by applicable law.

**5.2** The City agrees that: (a) IFF shall have the obligation under the Financing Agreement to monitor the Owner's compliance under the Grant Agreement; and (b) during the IFF Cure Period, IFF may, at the option of the City in the City's sole discretion with such decision evidenced by written notice from the Commissioner of CDHS, exercise the remedies of the City under the Grant Agreement (or as available at law or in equity) in the event of the Owner's default thereunder. IFF agrees that in the event IFF seeks to replace the Owner under the Grant Agreement with another Owner or Operator, such replacement shall be exercised in accordance with the terms and provisions of Section 5.3 hereof.

**5.3** IFF agrees that, upon the default of the Owner under the IFF Loan Documents, and prior to IFF's exercise of any rights or remedies under the IFF Loan Documents, IFF shall give the City written notice of such default. The City shall have the right, but not the obligation, to effect cure of such default within one hundred eighty (180) days after receipt of notice of such default (the "**CITY CURE PERIOD**"). During the City Cure Period (whether or not the City elects to cure such default), IFF may exercise its remedies under the IFF Loan Documents; provided, however, that IFF shall not take title to the Child Care Center Site or other Collateral in a foreclosure (or a deed-in-lieu thereof), or thereafter transfer or sell the Child Care Center Site or other Collateral until the expiration of the City Cure Period. If the City tenders cure of such default, IFF shall accept cure by the City of such default as if such cure was made by the Owner (subject to IFF's right to approve any substitution in the Owner or Operator, as set forth in this Section 5.3); provided such cure is effected within the City Cure Period. If applicable, upon such cure by the City, IFF shall terminate any pending exercise of its remedies.

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Upon the default of the Owner under the IFF Loan Documents, IFF and the City agree as follows.

- (a) IFF shall have the right to replace the Owner as the leasehold owner of the Child Care Center Site, and (if the same is not the Owner) to replace the Operator of the Facility (either through the cooperation of the Owner or through the exercise of IFF's remedies under the IFF Loan Documents), such replacement to be mutually satisfactory to both IFF and the City, such determination to be made in each of their reasonable discretion. IFF and the City agree that IFF and the City will consult with each other in good faith with respect to such replacements. The City agrees that IFF shall have the right to reject any potential owner or Operator (whether or not recommended by the City pursuant to Section 5.3(b)) which does not satisfy IFF's then current standard loan underwriting criteria. IFF agrees that the replacement owner or Operator of the Facility shall have the financial wherewithal and potential to generate revenue sufficient to provide quality child care services. The consent of the Illinois Housing Development Authority to any such replacement, not to be unreasonably withheld or delayed, must be obtained.
- (b) Upon the Commissioner of CDHS' receipt of notice that the Owner is in default under the IFF Loan Documents, the City shall have the right to submit recommendations to IFF for IFF's consideration with respect to potential replacement owners and/or Operators for the Facility, in the event IFF elects (in its sole and absolute discretion) to replace the Owner and/or Operator pursuant to IFF's exercise of remedies under the IFF Loan Documents. The City shall submit any such recommendations to IFF, in writing, within ninety (90) days following the Commissioner of CDHS' receipt of notice of the Owner's default under the IFF Loan Documents, failing which, the City shall have no further right to submit any such recommendations for IFF's consideration. In the event IFF seeks the City's advice with respect to any potential Operator (whether initially recommended by IFF or the City), the City shall respond to IFF's written request for advice within thirty (30) days following the City's receipt of such request.
- (c) Following foreclosure (or conveyance in lieu of foreclosure), IFF shall not cause any other sale or transfer of the Child Care Center Site or Collateral without notice to the City, at least fifteen (15) business days in advance of such sale or transfer. The City hereby acknowledges and agrees that the foregoing right to notice shall not constitute a right of approval of any kind with respect to such sale or transfer or the transferee thereof.

Notwithstanding anything to the contrary contained herein, the rights of the City under this Section 5.3 and the obligations of IFF under this Section 5.3 shall terminate on 12/31/2023 the Grant Expiration Date.

**5.4 NO CITY OBLIGATIONS.** Nothing set forth in this Agreement creates, implies or shall be construed to mean that the City shall have any obligation to cure any default under this or any other agreement.

## ARTICLE 6. ADMINISTRATIVE MATTERS



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**6.1 TERM.** This Agreement shall be in effect as long as the Owner shall have any obligations to IFF under the terms of the IFF Loan Documents.

**6.2 NOTICES.** Unless specifically provided otherwise in this Agreement, whenever this Agreement requires or permits any consent, approval, notice, request or demand from one party to another such communication must be in writing to be effective and shall be deemed to have been received by the addressee: (a) on the day immediately following deposit of same with a messenger service for delivery; or (b) on the day transmitted, if transmitted by facsimile, provided machine transmitted confirmation of delivery has been obtained; or (c) if mailed, on the fourth business day after it is properly packaged, addressed and postage paid, by registered or certified mail return receipt requested. For purposes of this section, and until changed by notice pursuant to this section, the notice address and facsimile number of each party is as set forth at the beginning of this Agreement.

**6.3 APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Illinois, without regard to conflict of laws principles.

**6.4 WAIVER.** Any waiver of any term or condition of this Agreement by any party hereto does not operate as a waiver of any other term or condition nor shall any failure to enforce a provision of this Agreement operate as a waiver of such provision or any other provision. Any waiver of any term or condition is not continuing and does not bind any party hereto to a future waiver of the same term or condition or affect any party's right to the prospective application of such waived term or condition.

**6.5 TIME IS OF THE ESSENCE.** Time is of the essence of each and every term of this Agreement.

## ARTICLE 7 - RULES OF CONSTRUCTION

**7.1 SINGULAR AND PLURAL.** A plural word or term shall include the singular, although a singular word or term shall not include the plural unless explicitly so stated or necessary to avoid an absurdity.

**7.2 GENDER.** The masculine gender shall include the feminine and the feminine gender shall include the masculine.

**7.3 HEADNOTES.** Headnotes used in this Agreement are editorial devices intended to aid readability and they are not intended to expand, limit, or modify the wording, effect, or meaning of any of the written provisions of this Agreement.

**7.4 SECTIONS.** Section and paragraph designations cited in this Agreement refer to sections and paragraphs of this Agreement unless a different document is specifically designated.

**7.5 BINDING ON SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

**7.6 EXHIBITS.** The provisions contained in any Exhibit or document: (a) attached to this Agreement and referenced in this Agreement; or (b) executed by the parties and referencing therein that the rider or document is to be a part of this Agreement, shall for all purposes be deemed to be a part of this Agreement as if the provisions were fully set forth in this Agreement.

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**7.7 PARTIAL INVALIDITY.** If any provision of this Agreement or the application of any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other provision of this Agreement or the application of such provision to any other person, situation, or circumstance, and the remaining provisions or the application of the remaining provisions of this Agreement shall be enforced as if the invalid, illegal, or unenforceable provision or application of such provision were not contained in this Agreement.

**7.8 DUPLICATE ORIGINALS.** If this Agreement, in whole or in part, is executed in duplicate originals, then each duplicate original shall be considered an original, but each of them separately and all of them collectively shall constitute only one, and one and the same, instrument.

**7.9 COUNTERPARTS.** If this Agreement, in whole or in part, is executed in counterparts, then all of the separately executed counterparts constitute one and the same agreement and constitute one original agreement.

**7.10 FACSIMILE EXECUTION.** If this Agreement, in whole or in part, is executed by means of facsimile systems, then each facsimile document shall be effective on behalf of all of the parties at the time the last counterpart is executed by the last party to execute the counterpart.

**7.11 MEASUREMENT OF TIME.** A period of time shall be determined by starting with the unit of time following the reference time as the first unit of time for the purpose of beginning the counting of the units of time comprising the period in question.

**7.12 INDEPENDENT STATUS, NO AGENCY.** The parties are independent entities acting for their own benefit or reasons only. Each of the parties, when operating under this Agreement, operates for their own interest and not as an agent, partner, employee, officer, servant, agent, franchisee, or representative of the other. No part of this Agreement establishes or creates, either explicitly or by implication any agency, partnership, fiduciary obligation, employer-employee relationship, franchise, trust, representational relationship, business agency or governmental or quasi governmental entity.

**7.13 NO THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be deemed to grant any rights to any persons or entities not a party hereto.

**7.14 WARRANTY OF RIGHT TO ENTER AGREEMENT** Each party represents and warrants that it has the full and unrestricted right and authority to execute and deliver this Agreement and bind its respective principals, and that the terms of this Agreement are not inconsistent with any other authority or contractual agreement which may be applicable to it including the policies of any entity, governmental unit, company, institution, or association with which it may be associated, governed, regulated or of which it may be a part.

**7.15 INDEPENDENT UNDERSTANDING.** Each party acknowledges that it has separately read this Agreement and understands its terms, conditions and consequences. Each party has reviewed this Agreement with an attorney of the party's choice and has been apprised of the legal consequences of this Agreement.

**7.16 AGREEMENT REGARDING EXCLUDED MATTERS.** IFF and the City acknowledge and agree that IFF's obligations under the Program Agreement shall be separate and distinct from IFF's obligations, rights and remedies under the IFF Loan Documents. IFF, in its capacity as a lender, shall be entitled to exercise all rights and remedies under the IFF Loan Documents, subject to the

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terms and provisions of this Agreement, the Subordination Agreement with ACF and, if applicable, any Lease Rider with a ground lessor. Notwithstanding the foregoing, for any matter that arises in the administration of the Program Agreement (the "Excluded Matter"), with respect to which IFF has a real or apparent conflict of interest prohibited by 45 C.F.R. Section 92.36(b)(3) or other applicable law, IFF shall advise the City and the Owner of any such conflict if it becomes aware of it. If the City and/or the Owner becomes aware of any such conflict, the City and/or the Owner may so advise IFF. The Owner shall identify the Excluded Matter and provide prompt notice of the Excluded Matter to IFF. If IFF becomes aware of such real or apparent conflict of interest, or upon receipt of notice of same, IFF shall take no part in any decisions made by or actions taken by the Owner relating to such Excluded Matter. Rather, the Owner shall be entitled to make any and all such decisions and to take any and all such actions relating to such Excluded Matter in its sole discretion, subject to the terms of the Grant Agreement. IFF shall provide the City and the Owner all information relating to the Excluded Matter that IFF may have in its possession that the City and/or the Owner may require or request, except when providing such information is expressly prohibited by law. The fact that the Owner assumes sole responsibility with respect to an Excluded Matter pursuant to this Section 7.16 shall not, in and of itself, constitute: (a) a default under any agreement or entitle IFF to assert any remedies or relief to which it might otherwise be entitled; or (b) a default by IFF under this Agreement. In the event that the Owner assumes sole responsibility with respect to an Excluded Matter pursuant to this Section 7.16, IFF shall not be liable for any actions or decisions taken by or made by the Owner with respect to the Excluded Matter.



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**IN WITNESS WHEREOF**, the parties to this Agreement have executed this Agreement effective the day and year first above written.

**ILLINOIS FACILITIES FUND**, an Illinois not for profit corporation

By: Trinita Logue  
Name: Trinita Logue  
Its: President

**THE CITY OF CHICAGO**, an Illinois municipal corporation, by and through its Department of Human Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Commissioner

**METROPOLITAN FAMILY SERVICES**, an Illinois special charter not for profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

The Owner executes this Agreement to acknowledge the terms and conditions of the Facility Finance Program and to agree not to undertake any act or omission in contravention of the Facility Finance Program as agreed to herein.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**IN WITNESS WHEREOF**, the parties to this Agreement have executed this Agreement effective the day and year first above written.

**ILLINOIS FACILITIES FUND**, an Illinois not for profit corporation

By: \_\_\_\_\_  
Name: Trinita Logue  
Its: President

**THE CITY OF CHICAGO**, an Illinois municipal corporation, by and through its Department of Human Services

By: \_\_\_\_\_  
Name: Ray Valquez  
Its: Commissioner

**METROPOLITAN FAMILY SERVICES**, an Illinois special charter not for profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

The Owner executes this Agreement to acknowledge the terms and conditions of the Facility Finance Program and to agree not to undertake any act or omission in contravention of the Facility Finance Program as agreed to herein.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement effective the day and year first above written.

**ILLINOIS FACILITIES FUND**, an Illinois not for profit corporation

By: \_\_\_\_\_  
Name: Trinita Logue  
Its: President

**THE CITY OF CHICAGO**, an Illinois municipal corporation, by and through its Department of Human Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Commissioner

**METROPOLITAN FAMILY SERVICES**, an Illinois special charter not for profit corporation

By: Richard L. Jones  
Name: Richard L. Jones, Ph.D  
Its: President

The Owner executes this Agreement to acknowledge the terms and conditions of the Facility Finance Program and to agree not to undertake any act or omission in contravention of the Facility Finance Program as agreed to herein.

Property of COOK COUNTY CLERK'S Office

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ~~COOK~~ )

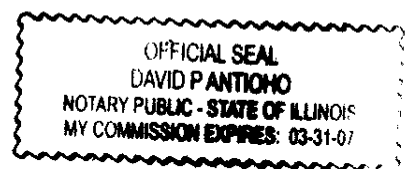
*DuPage*

I, David P Antonio a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Trinita Logue, personally known to me to be the President of Illinois Facilities Fund, an Illinois not for profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, she signed and delivered the said instrument as such President, as her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30<sup>th</sup> day of July, 2003.

*David P Antonio*  
Notary Public

Commission expires 3/31/07



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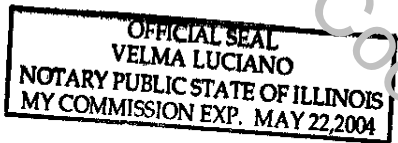
STATE OF ILLINOIS    )  
  ) SS.  
COUNTY OF COOK     )

I, Velma Luciano, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Ray Vázquez, personally known to me to be the Commissioner of the City of Chicago Department of Human Services, and 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 as such Commissioner, she/he signed and delivered the said instrument as such Commissioner, as her/his free and voluntary act, and as the free and voluntary act and deed of said City of Chicago, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31<sup>st</sup> day of July, 2003.

Velma Luciano  
Notary Public

Commission expires 5/22/04



Property of Cook County Clerk's Office





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## ATTACHMENT A

### Legal Description of Child Care Center Site

#### Legal Description

The Permanent Index Numbers: 19-23-203-008-0000; 19-23-203-009-0000; 19-23-203-010-0000; 19-23-203-011-0000; 19-23-203-012-0000; 19-23-203-013-0000; 19-23-203-014-0000; 19-23-203-021-0000; 19-23-203-037-0000; and 19-23-203-038-0000.

Common Address: 3215 W. 63rd Street, Chicago, Illinois

LOTS 1 THROUGH 11 AND THE EAST 1 FOOT OF LOT 12, TOGETHER WITH THE 16 FOOT ALLEY SOUTH OF AND ADJOINING SAID LOTS 1 THROUGH 11 AND THE EAST 1 FOOT OF LOT 12 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 AND 2 IN JOHN F. EBERHART'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 36 AND THE WEST 10 FEET OF LOT 37 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 AND 2 OF JOHN F. EBERHARTS SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 38, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office