



Doc#: 1200931114 Fee: \$100.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/09/2012 05:02 PM Pg: 1 of 33

4402265 ¹¹/_{12/12}

This instrument prepared by:

Drew Marlar, Esq
Kutak Rock LLP
Peachtree Center South Tower, Suite 2100
225 Peachtree Street, N.E.
Atlanta, GA 30303-1731

After recording, return to:

The Community Builders, Inc.
95 Berkeley Street
Suite 500
Boston, MA 02116
Attention: NSP 2 Program Manager

LAND USE RESTRICTION AGREEMENT

This **LAND USE RESTRICTION AGREEMENT** ("Agreement") is dated effective the 6th day of January 2012, by and between **THE COMMUNITY BUILDERS, INC.**, a Massachusetts nonprofit corporation, doing business in Illinois as TCB Illinois NFP, Inc. (the "Lender") and **TCB ST. STEPHENS LIMITED PARTNERSHIP**, an Illinois limited partnership (the "Owner").

RECITALS:

A. Owner owns land (the "Land") described in the attached **Exhibit A**. Owner will acquire and rehabilitate a multi-family rental housing project on the Land (the "Project"), and the Project will be known as "St. Stephens Apartments" (the Land and all current and future improvements on or to the Land, including the Project, are collectively referred to as the "Property"). The Project currently has a total of 261 rental units and upon completion of the contemplated rehabilitation will have 247 rental units. The total estimated acquisition and redevelopment costs for the Project is estimated to be \$39,963,679, of which \$14,507,128 (the

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“Loan”) will be provided by the Lender from the Neighborhood Stabilization Program 2 (“NSP”) pursuant to Title III of Division B of the Housing and Economic Recovery Act of 2008 (“HERA”), the American Recovery and Reinvestment Act of 2009 (“ARRA”) and the regulations issued by HUD (collectively, the “NSP Regulations”). The Owner has designated 221 units as NSP-Assisted Units (as defined herein) that will be reserved for rental to Very Low Income Families (as defined herein).¹

B. The Loan is evidenced by two promissory notes from Owner to Lender (collectively, the “Note”) and that certain Construction Loan Agreement between Owner and Lender (the “Loan Agreement”).

C. Pursuant to the NSP Regulations, the Lender will be utilizing the rental restrictions contained in Section 215(a)(1)(E) of the HOME Act, the HOME Rules, and the HOME Regulations and Owner must comply with occupancy, rent, and other restrictions that will run with the Land for the Affordability Period, and the purpose of this Agreement is to set forth those restrictions and other agreements of the parties.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree as follows:

Article 1. Definitions

In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings in this Agreement:

“Adjusted Income” means “adjusted income” as defined in the HOME Regulations.

“Affordability Period” means the period from the date of this Agreement through the date that is thirty (30) years after the “project completion” date, as that term is defined in the HOME Regulations, or the date the Loan is paid in full, whichever is later.

“Annual Income” means “annual income” as defined in the HOME Regulations.

“Area Median Income” or “AMI” means the median income, adjusted for family size, for the area where the Property is located, as established by HUD at least annually.

“Business Day” means a day on which the Lender is open for the transaction of business in Boston, Massachusetts. Any other reference to “day” means a calendar day.

“Family” (which need not be capitalized) means “family” as defined in the HOME Regulations and includes a single person and a one-member family.

¹ Pursuant to the NSP Regulations, the Owner is required to reserve a minimum of 35% of the units in the Project as NSP-Assisted Units because that is the percentage that the NSP assistance represents to the entire Project acquisition and development budget. The Owner is exceeding this amount by designating 221 units (which constitutes 85% of the units prior to rehabilitation and 89% of the units after rehabilitation) as NSP-Assisted Units. Furthermore, the Owner has agreed to reserve these NSP-Assisted Units for Very Low and Low Income Families for an extended Affordability Period of thirty (30) years.

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“Foreclosure” or any variation on such word, such as “foreclose,” (none of which need be capitalized) includes a sale under power and a deed in lieu of foreclosure.

“HOME Act” means the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act, Pub. L. 101-625, as amended, or any corresponding provision(s) of succeeding law, as amended from time to time.

“HOME Program” means the program established pursuant to the HOME Act and the HOME Regulations.

“HOME Regulations” mean the regulations under the HOME Act governing the HOME Program by HUD or any successor, as amended from time to time (currently at Title 24 Part 92 of the Code of Federal Regulations).

“HOME Rules” mean all of Lender’s guidelines, rules, and manuals relating to the HOME Program, including the qualified allocation plan and the application manual, and any subsequent amendments to such guidelines, rules, and manuals.

“HUD” means the United States Department of Housing and Urban Development.

“Including” (which need not be capitalized) means “including (but not limited to),” unless specifically limited.

“Low Income Family” means a family, in which the aggregate Annual Income of all members does not exceed 80% of the Area Median Income.

“Low-, Moderate-, and Middle- (“LMM”) Income Family” means a family, in which the aggregate Annual Income of all members is between 80% - 120% of Area Median Income.

“NSP-Assisted Units” means the Project Units subject to the rental restrictions more particularly described on **Exhibit B**.

“New Entity” means (a) if Owner is a natural person, any person who has or had family ties with Owner; (b) any Person that has or had business ties with Owner, including any Person in which Owner is or was a principal or in which Owner has or had any ownership interest; or any Person that: (1) directly or indirectly controls or controlled or is or was controlled by or is or was under common control with Owner; (2) is or was an officer of, partner in or of, member or manager of, trustee of, or serves in a similar capacity with Owner or of which Owner is or was an officer, partner, manager, member, or trustee, or with which Owner serves in a similar capacity; or (3) is or was a principal in Owner or the beneficial or legal owner, directly or indirectly, of any ownership interest in Owner; (4) was a developer of the Project.

“NSP Funds” means funds provided under the NSP Program.

“Owner” means the current owner of the Project or the Property and any subsequent owner of any such property during the Affordability Period.

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“Person” means a natural person or any business entity, including a corporation, partnership, limited liability company, trust, joint venture, or any other business combination.

“Section 8” means section 8 of the United States Housing Act of 1937 or any corresponding provision(s) of succeeding law, as amended from time to time.

“Security Deed” means the Mortgage, Security Agreement and Fixture Filing from Owner to Lender transferring the Property as security for payment of the Loan.

“Unit” means a NSP-Assisted Unit, *i.e.*, an apartment or other residential unit on the Land that was rehabilitated with NSP funds and is reserved for rental to Very Low Income Families, Low Income Families or LMM Income Families or an apartment or other residential unit that is not rehabilitated with funds provided under the NSP Program, but which is subsequently designated as being reserved for rental to Very Low Income Families, Low Income Families or LMM Income Families under this Agreement.

“Utility Allowance” means a monthly allowance for utilities and services (excluding telephone) to be paid by the tenant, as initially established or approved by Lender, which monthly allowance is subject to Lender’s modification or approval on an annual basis.

“Very Low Income Family” means a family, in which the aggregate Annual Income of all members does not exceed 50% of the Area Median Income.

Article 2. Use and Occupancy Limitations

2.01. Use of the Property. During the Affordability Period on a continuous basis, Owner will maintain the Property as rental housing and will rent or offer to rent Units to Very Low Income Families, Low Income Families and LMM Income Families as required on **Exhibit B**.

2.02. Reserved.

2.03. Occupancy Requirements. During the Affordability Period, Owner shall make the NSP-Assisted Units continuously available for occupancy by Very Low Income Families, Low Income Families and LMM Income Families as described on **Exhibit B**.

2.04. Income Determination.

(a) In accordance with procedures set forth in the NSP Regulations, the HOME Regulations and the HOME Rules, Owner shall determine and verify whether the Annual Income of a family seeking to occupy a Unit exceeds the applicable income limit (including asset income) for Very Low Income Families, Low Income Families or LMM Income Families (as the case may be) before permitting the family to rent and occupy the Unit or before designating a rental unit occupied by such family as a Unit. At the time a family signs a lease for a Unit, it must be income eligible in accordance with the limitations set forth in this Agreement. The tenant shall sign all tenant certifications of income.

(b) Owner shall not be in violation of Section 2.03 or 2.04 if, in determining Annual Income and family composition of tenants or prospective tenants: (1) Owner has relied in good

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faith upon information that the tenant or prospective tenant supplied to Owner; (2) Owner has no reason to believe such information is false; and (3) Owner has complied with all requirements of Lender, the NSP Regulations, the HOME Regulations, and the HOME Rules for verification of household income and family composition.

2.05. Recertification and Over-Income Tenants. In accordance with the procedures and requirements set forth in the NSP Regulations, the HOME Regulations and the HOME Rules, Owner shall annually re-examine and verify the Annual Income for all tenants occupying Units. If it is determined upon re-examination of the Annual Income of a tenant that the family's Annual Income exceeds the applicable income limit (such a tenant is referred to as an "over-income tenant"), the Unit occupied by such family shall nonetheless be counted as occupied by a Very Low Income Family, Low Income Family or LMM Family (as the case may be) for all other purposes under this Agreement so long as the tenant pays as rent the lesser of the following (less the Utility Allowance): (1) 30% of the family's annual Adjusted Income; (2) the maximum rents payable under state or local law; or (3) if the Units in the Project are "floating" (as that term is defined in the HOME Regulations), the "fair market rent" for existing housing for comparable units in the area of the Project (as determined by HUD).

2.06. Section 8 Certificate Holders. During the Affordability Period, Owner shall not refuse to lease to a holder of a voucher or certificate of eligibility under Section 8, unless such prospective tenant fails to meet the minimum requirements applicable to all prospective tenants.

Article 3. Rent Limitations

3.01. Rent Limitations. The maximum rents that Owner may charge to Very Low Income Families, Low Income Families and LMM Income Families during the Affordability Period are set forth in **Exhibit B**. All rental amounts shall be subject to the Lender's prior approval.

3.02. Rent Increases. Subject to Lender's prior written approval and the provisions of outstanding leases for Units, the maximum rents in Exhibit B may be increased annually as allowed by HUD. In any event, Owner must provide tenants of Units at least 30 days prior written notice before implementing any rent increase. Lender shall review the maximum rents Owner is charging on an annual basis.

Article 4. Administration

4.01. Reporting. Owner shall submit quarterly occupancy reports and copies of tenant income certifications for Units leased during the quarter to Lender. The reports shall be in the form prescribed by the NSP Regulations and the HOME Rules and contain a certification in form and content satisfactory to Lender.

4.02. Reserved.

4.03. Maintenance of Records and Documents. During the Affordability Period (unless a longer or shorter period is specified by the NSP Regulations, the HOME Regulations or HOME Rules), Owner shall keep and maintain in good order sufficient records and documents to enable Lender to determine if the requirements of this Agreement are being met and any other document

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or record required by the NSP Regulations, the HOME Regulations or HOME Rules, including all tenant lists, applications to rent Units, tenant income certifications and related documents, leases, waiting lists, and income examinations and re-examinations relating to the Property, which records shall be kept separately from any other business records of Owner that are unrelated to the Property. Owner shall maintain all records relating to the Property in compliance with the NSP Regulations, the HOME Regulations, the HOME Rules, and any Lender requirements and in a reasonable condition for proper audit.

4.04. Compliance Reviews. During the Affordability Period, Owner is responsible for compliance with all requirements of the NSP Regulations, the HOME Regulations, the HOME Rules, and this Agreement, and Lender or its agent or contractor or HUD will monitor the Project's compliance. Such monitoring will include on-site inspections, and, during business hours, representatives of Lender, HUD, or the United States Comptroller General or a designated representative or representatives shall have access to the Property and the right to examine and photocopy any records relating to tenants or the Property, and Owner shall cooperate with Lender, HUD, or the Comptroller General (as the case may be) in connection with any such inspection or examination. If Lender or any other agency or person is denied the access and examination rights granted under this Agreement, and, notwithstanding section 6.01(a), if such denial is not cured within 24 hours after Lender has given Borrower written or verbal notice of the breach, it shall be deemed a material breach of this Agreement and an "Event of Default" within the meaning of Article 6. If Lender determines that Owner is not in compliance, Lender shall notify Owner in writing and will assign a cure period, as determined by Lender in its discretion. If Owner does not cure the non-compliance within the assigned cure period, unless Lender in its sole discretion deems an extension of the cure period justified, Owner will be in default under this Agreement.

Article 5. Owner's Representations and Warranties

5.01. Representations and Warranties. Owner represents and warrants to Lender that:

(a) 261 Units will be acquired with NSP Funds and upon completion of the rehabilitation, the Project will have 247 Units.

(b) Owner has validly executed this Agreement, and it is a valid and binding obligation of Owner. Owner has full power, authority, and capacity to enter into this Agreement, carry out Owner's obligations in this Agreement, and assume responsibility for compliance with all applicable rules, regulations, and requirements governing the NSP Program, the HOME Program, including the NSP Regulations, the HOME Regulations and the HOME Rules.

(c) To the best of Owner's knowledge, the making of this Agreement and the fulfillment of Owner's obligations under it: (1) will not violate any contractual covenants or restrictions between Owner and any third party; (2) will not violate any contractual covenants or restrictions affecting the Land or the Property; (3) will not conflict with any applicable public or private restrictions affecting the Land or the Property; (4) do not require any consent or approval of any public or private authority that has not already been obtained; and (5) will not conflict with any of the instruments that create or establish Owner's authority.

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(d) In the event that any other agreement or instrument conflicts with any provision of this Agreement the Owner agrees that it will comply with the terms and conditions of this Agreement notwithstanding a conflict with any other affordability restrictions relating to the Project.

(e) Owner has freely and without reservation executed this Agreement. The receipt of financial assistance from the Lender is an essential part of the consideration for this Agreement.

5.02. Indemnification. Owner indemnifies Lender against all liabilities, losses, claims, and expenses (including reasonable attorneys' fees) incurred by Lender as a result of any misrepresentation or breach of warranty in this Agreement or any other breach of this Agreement by Owner.

Article 6. Default, Enforcement, and Remedies

6.01. Events of Default. If any of the following events occur, it will constitute an Event of Default under this Agreement:

(a) Owner's failure to observe or perform any of its obligations or covenants under this Agreement, unless the failure is cured within 30 days after Lender's giving written notice to Owner unless a shorter cure period is specified elsewhere in this Agreement; or

(b) Any warranty or representation of Owner contained in this Agreement is untrue or misleading when made; or

(c) A default or Event of Default under any other Loan Document (as defined in the Loan Agreement).

6.02. Remedies. If there is an Event of Default, in its sole discretion, Lender may: (1) apply to any court having jurisdiction of the subject matter for specific performance of this Agreement, for an injunction against any violation of this Agreement, or for the appointment of a receiver to take over and operate the Property in accordance with the terms of this Agreement; or (2) take any and all action at law, in equity, in restitution, or otherwise which it deems necessary or advisable. Owner hereby acknowledges that Lender cannot be adequately compensated by monetary damages for an Event of Default and, consequently, equitable relief for a breach of this Agreement is appropriate. Lender shall be entitled to its reasonable attorneys' fees in any such judicial action in which Lender prevails in whole or part.

6.03. Cumulative Remedies. Lender's rights and remedies under this Agreement are separate, distinct, and cumulative of other powers and rights that Lender has in law or equity or under any other agreement or instrument relating to the Loan. No right or remedy of Lender is exclusive. All of them are cumulative. No act of Lender shall be construed as an election of an exclusive remedy, unless Lender indicates so in writing. The fact that Lender exercises or begins to exercise any one or more of its rights, powers, or remedies shall not preclude Lender from simultaneously or later exercising any other right, power, or remedy that Lender may have.

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6.04. Enforcement. Any deed, lease, conveyance, contract, or instrument made in violation of this Agreement by Owner shall be void and may be set aside on Lender's petition, and all successors, heirs, executors, administrators, or assigns, shall be deemed parties to this Agreement to the same effect as the original signer. When any such conveyance or other instrument is set aside by decree of a court of competent jurisdiction, all costs and all expenses of such proceedings shall be taxed against the offending party or parties and shall constitute a lien against the real estate so wrongfully deeded, sold, leased, or conveyed, until paid. Such lien may be enforced in such manner as the court may order.

Article 7. Revival of Agreement

7.01. Revival of Agreement. Subject to the remaining provisions of this section, if a Person forecloses the Owner's interest in the Property and if such Person's mortgage or security deed was prior to the Security Deed and this Agreement, this Agreement and the restrictions and covenants in it shall terminate and no longer affect the Property. Notwithstanding such a foreclosure, however, this Agreement and the covenants and restrictions in it shall be revived and shall remain in force for the remainder of the Affordability Period when and if: (a) the Owner at the time of or immediately before such foreclosure acquires or obtains any ownership interest in the Project or the Property at any time after the foreclosure, but during the Affordability Period; or (b) if a New Entity acquires any ownership interest in the Project or the Property at any time during the Affordability Period.

Article 8. Miscellaneous

8.01. Notices. (a) All notices and other communications required or permitted under this Agreement shall be in writing and addressed to the other party at the address set forth in this section. All such notices shall be deemed to have been given and received as follows: 3 business days from the date of deposit in the U.S. mail, certified mail, return receipt requested, postage-prepaid; or when hand delivered by the party, an overnight service (such as FedEx), or a courier service. The following addresses shall be used:

If to Owner: TCB St. Stephens Limited Partnership
135 South LaSalle Street - Suite 3350
Chicago, IL 60603
Attention: Jacques Sandberg

If to Lender: The Community Builders, Inc.
95 Berkeley Street
Suite 500
Boston, MA 02116
Attention: NSP 2 Program Manager

With a Copy to: The Community Builders, Inc.
95 Berkeley Street
Suite 500
Boston, MA 02116
Attention: General Counsel

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(b) Owner or Lender may change the address to which notices are to be sent by giving the other party 10 business days written notice of the change.

8.02. Waiver and Partial Exercise. No failure or delay on the part of Lender to exercise any right, power, or privilege under this Agreement shall operate as a waiver of any such right, power, or privilege. Lender's failure to exercise, delay in exercising, or partial exercise of any such right, power, or privilege shall not preclude any other or further exercise of any such right, power, or privilege.

8.03. Governing Law; Waiver of Statutory Rights. The interpretation, construction, validity, and enforcement of this Agreement shall be governed by Illinois law. If any part of this Agreement requires judicial interpretation, the court interpreting or construing it shall not apply a presumption that the terms shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it, since it is agreed that the agents of both parties have participated in the preparation of this Agreement.

8.04. Time of Essence. Time is of the essence of this Agreement.

8.05. Severability. If for any reason any part or portion of this Agreement is set aside or found to be unlawful, those lawful parts or portions remaining shall continue in full force and effect.

8.06. Binding Effect; Covenants Running with the Land. During the Affordability Period, this Agreement and the covenants, reservations, and restrictions contained in it shall be deemed covenants running with the land for the benefit of Lender and its successors and assigns and shall pass to and be binding upon Owner's heirs, assigns, and successors in title to the Property and shall render Owner, and any heirs, assigns, and successors liable for any Event of Default. Subject only to section 7.01, only upon expiration of the Affordability Period will the covenants, reservations, and restrictions in this Agreement expire. This Agreement constitutes a charge upon the Property and is not merely a personal obligation of Owner. Owner hereby acknowledges that this Agreement affects the legal rights that flow from ownership of the Property and that are connected with the Property. Each and every contract, deed, or other instrument subsequently executed covering or conveying the Property or any part of it shall conclusively be held to have been executed, delivered, and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

This Agreement will inure to the benefit of and be binding upon the respective parties and their successors and assigns; provided, however, no right, benefit, or advantage inuring to Owner under this Agreement and no obligation imposed on Owner may be assigned without Lender's prior written approval.

8.07. Effective Date. This Agreement shall be effective on the date of this Agreement.

8.08. Change in Neighborhood. A substantial or radical change in the character of the neighborhood surrounding the Land will not extinguish the restrictive covenants in this Agreement. The restrictive covenants shall survive any and all changed circumstances, including the following: housing pattern changes; zoning amendments; the issuance of variances affecting

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the immediate or surrounding area; increased traffic or road conditions; enhancement of the value of the Property; growing industrial activity; encroachment of business areas; development of natural resources; financial downturn of Owner; or commercialization of the neighborhood in question.

8.09. Attorney's Fees. Any reference to "reasonable attorney's fees" in this Agreement means reasonable attorney's fees, actually incurred, without regard to any statutory presumption or definition as to what "reasonable" attorney's fees means.

8.10. NSP Regulations, HOME Regulations and HOME Rules. If there is a conflict between the NSP Regulations, the HOME Regulations and HOME Rules, the more restrictive shall control. If there is a conflict between this Agreement and the NSP Regulations, the HOME Regulations or HOME Rules, the NSP Regulations, the HOME Regulations or HOME Rules (as the case may be) shall control. Subject to the foregoing, the NSP Regulations, the HOME Regulations and HOME Rules are incorporated into this Agreement by reference.

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[Signatures on next page]

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IN WITNESS WHEREOF, the parties have executed this Land Use Restriction Agreement as of the above date.

OWNER:

TCB ST. STEPHENS LIMITED PARTNERSHIP, an Illinois limited partnership

By: TCB St. Stephens, Inc., an Illinois corporation, its General Partner

By: Jacques Sandberg
Authorized Agent

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 4TH day of JANUARY 2012 before me appeared Jacques Sandberg, to me personally known, who, being by me duly sworn, did say that he is the Authorized Agent of TCB St. Stephens, Inc., an Illinois corporation (the "Corporation"), in its capacity as the General Partner of TCB St. Stephens Limited Partnership, an Illinois limited partnership (the "Partnership") and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation in its capacity as the General Partner of the Partnership by authority of its board of directors, and said Authorized Agent acknowledged said instrument to be the free act and deed of said corporation.

Laura Ruiz

Notary Public
My commission expires:



[Signatures continued on following page]

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION OF THE LAND****PARCEL 1:**

THE SOUTH 115 FEET OF LOT 3 (EXCEPT THE EAST 62-1/2 FEET THEREOF), THE NORTH HALF OF LOT 5 (EXCEPT THE SOUTH 10 FEET THEREOF), AND THE SOUTH 116 FEET OF SAID LOT 5, ALL IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 TO 18 INCLUSIVE, (EXCEPT THOSE PARTS OF SAID LOTS TAKEN FOR STREET PURPOSES) IN F. H. SHELDON'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 THROUGH 7 AND THE 5 FOOT PRIVATE ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 THROUGH 6, ALL IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1, 2 AND 3 IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 4 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 1 THROUGH 18 IN LOBRAICO'S SUBDIVISION OF PART OF BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH 5 FEET OF LOT 11, LOT 6 (EXCEPT THE WEST 7 FEET THEREOF), AND ALL OF LOTS 7 THROUGH 10 AND 16 THROUGH 23 IN THE SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2

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OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 1 THROUGH 6 IN J. A LANDON'S SUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE WEST 7 FEET OF LOT 6 IN THE SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOTS 1 THROUGH 6 IN THE SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15 (EXCEPT THE NORTH 5 FEET OF LOT 11) IN THE SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

ALL THAT PART OF W. GLADYS AVENUE LYING NORTH OF THE NORTH LINE OF THE SOUTH 116 FEET OF THAT PART OF LOT 5 LYING NORTH OF THE NORTH LINE OF W. VAN BUREN STREET IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF THE SOUTH 115 FEET OF THAT PART OF LOT 3 LYING NORTH OF THE NORTH LINE OF W. VAN BUREN STREET (EXCEPT THE EAST 62.5 FEET THEREOF) IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOTS 13 TO 18 AND SAID NORTH LINE OF LOT 13 PRODUCED EAST 11 FEET IN LOBRAICO'S SUBDIVISION OF PART OF BLOCK 11; LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 12 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOT 23 IN SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, AFOREMENTIONED; AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 12 IN LOBRAICO'S SUBDIVISION TO THE NORTHWEST CORNER OF LOT 23 IN SUBDIVISION OF LOTS 6, 7 AND 8, AFOREMENTIONED; AND LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 1 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED TO THE INTERSECTION OF THE WEST LINE OF LOT 3 AND THE NORTH LINE OF THE SOUTH 115 FEET OF THAT PART OF SAID LOT 3 LYING NORTH OF THE NORTH LINE OF W. VAN BUREN STREET IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED;

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ALSO

ALL OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF THE EAST LINE OF LOTS 1 TO 18, BOTH INCLUSIVE, IN E. H. SHELDON'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOT 1 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOTS 6 AND 7 AND THE WEST LINE OF THE 5 FOOT PRIVATE ALLEY BETWEEN SAID LOTS 6 AND 7 IN SUBDIVISION OF THE NORTH HALF OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN E. H. SHELDON'S SUBDIVISION AFOREMENTIONED, TO THE NORTHWEST CORNER OF LOT 6 IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 3 AFOREMENTIONED AND LYING NORTH OF THE SOUTH LINE OF LOT 18 IN E. H. SHELDON'S SUBDIVISION, PRODUCED EAST TO THE WEST LINE OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED;

ALSO

ALL OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 6, 7 AND 8 IN SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; AND LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN J. A. LANDON'S SUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE WEST 7 FEET OF LOT 6 IN A SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOT 9 IN THE SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED; LYING EAST OF THE WEST LINE OF LOT 9 IN THE SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED, PRODUCED NORTH 16 FEET TO THE SOUTH LINE OF LOT 5 IN J. A. LANDON'S SUBDIVISION AFOREMENTIONED; AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 8 TO THE NORTHEAST CORNER OF LOT 9 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED;

ALSO

ALL OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 6 IN SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15 (EXCEPT THE NORTH 5 FEET OF LOT 11 IN SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOTS 16 TO 22, BOTH INCLUSIVE, IN SUBDIVISION OF LOTS 6, 7, AND 8 AFOREMENTIONED; LYING EAST OF THE WEST LINE OF LOT 6 IN SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15, EXCEPT THE NORTH 5 FEET OF LOT 11 AFOREMENTIONED, PRODUCED SOUTH 16 FEET TO THE NORTH LINE OF LOT 22 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED; AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 6 IN SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15, EXCEPT THE NORTH 5 FEET OF LOT 11 AFOREMENTIONED TO

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THE NORTHEAST CORNER OF LOT 16 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED;

ALSO

ALL OF THE NORTH-SOUTH 30 FOOT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOTS 9, 10 AND 11 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED AND THE WEST LINE OF SAID LOT 9 PRODUCED NORTH 16 FEET TO THE SOUTH LINE OF LOT 5 IN J. A. LANDOR'S SUBDIVISION AFOREMENTIONED, AND LYING WEST OF THE WEST LINE OF LOTS 1 TO 6, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOTS 11, 12, 13, 14 AND 15, EXCEPT THE NORTH 5 FEET OF LOT 11 AFOREMENTIONED AND THE WEST LINE OF SAID LOT 6 PRODUCED SOUTH 16 FEET TO THE NORTH LINE OF LOT 22 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED; LYING EAST OF THE EAST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED, AND LYING EAST OF THE EAST LINE OF LOT 12 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOTS 22 AND 23 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED; AND LYING SOUTH OF THE SOUTH LINE OF LOTS 5 AND 6 IN J. A. LANDON'S SUBDIVISION AFOREMENTIONED;

ALSO

ALL OF THE NORTH-SOUTH 11 FOOT PUBLIC COURT LYING WEST OF THE WEST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING EAST OF THE EAST LINE OF LOT 13 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING SOUTH OF THE NORTH LINE OF LOT 13 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED PRODUCED EAST 11 FEET TO THE WEST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; AND LYING NORTH OF THE SOUTH LINE OF LOT 13 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED PRODUCED EAST 11 FEET TO THE WEST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED;

ALSO

ALL OF THE EAST-WEST 20 FOOT PUBLIC ALLEY AS DEDICATED THROUGH THE CENTER OF LOTS 3, 4 AND 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MAY 26, 1881, AS DOCUMENT NO. 329172 AND ON APRIL 10, 1908, AS DOCUMENT NO. 4185297; SAID ALLEY BEING FURTHER DESCRIBED AS LYING NORTH OF THE NORTH LINE OF LOTS 1 TO 12, BOTH INCLUSIVE, IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING SOUTH OF THE SOUTH LINE OF LOT 7 IN SUBDIVISION OF THE NORTH HALF OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED, LYING SOUTH OF THE SOUTH LINE OF LOTS 1, 2 AND 3 IN SUBDIVISION OF THE NORTH HALF OF LOT 4 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; AND LYING SOUTH OF THE NORTH LINE OF THE SOUTH 10 FEET OF THE NORTH HALF OF LOT 5 IN BLOCK 11 IN ROCKWELL'S ADDITION TO

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CHICAGO AFOREMENTIONED; LYING WEST OF THE EAST LINE OF LOT 5 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; AND LYING EAST OF THE WEST LINE OF LOT 3 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; SAID PUBLIC STREET, PUBLIC ALLEYS AND PUBLIC COURT HEREIN VACATED BEING FURTHER DESCRIBED AS ALL THAT PART OF W. GLADYS AVENUE TOGETHER WITH ALL OF THE NORTH-SOUTH AND EAST-WEST PUBLIC ALLEYS AND PUBLIC COURT IN THE BLOCK BOUNDED BY WEST JACKSON BOULEVARD, W, VAN BUREN STREET, S. WESTERN AVENUE AND S. OAKLEY BOULEVARD.

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EXHIBIT B

In accordance with 24 CFR Section 92.252j of the HOME Investment Partnerships Program Final Rule, the Owner has elected and the Lender has agreed that the NSP-Assisted Units in this Project will be floating. The NSP-Assisted Units may be changed to maintain conformity with the HOME Rules during the period of affordability so that the total number of housing units meeting the requirements of this Agreement remains the same, and each substituted unit is comparable in terms of size, features, and number of bedrooms to the originally designated NSP-Assisted Units as follows:

Income Restrictions

Subject to section 2.05, the following number and types of Units are restricted to Very Low Income Families.

BUILDING TYPE	NUMBER OF BEDROOMS PER UNIT	BUILDING NUMBERS	TOTAL NUMBER OF UNITS
Midrise	1 Bedroom	2325 W. Jackson	3
Midrise	1 Bedroom	2333 W. Jackson	4
Midrise	1 Bedroom	2334 W. Van Buren	3
Midrise	2 Bedroom	2325 W. Jackson	21
Midrise	2 Bedroom	2333 W. Jackson	21
Midrise	2 Bedroom	2334 W. Van Buren	21
Townhome	3 Bedroom	300 – 344 S. Oakley	8
Townhome	3 Bedroom	303 – 345 S. Western	8
Townhome	3 Bedroom	2307 – 2355 W. Jackson	6
Townhome	3 Bedroom	2308 – 2358 W. Van Buren	5
Total Units			99

Subject to section 2.05, the following number and types of Units are restricted to Low Income Families.

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BUILDING TYPE	NUMBER OF BEDROOMS PER UNIT	BUILDING NUMBERS	TOTAL NUMBER OF UNITS
Midrise	1 Bedroom	2325 W. Jackson	5
Midrise	1 Bedroom	2333 W. Jackson	5
Midrise	1 Bedroom	2334 W. Van Buren	5
Midrise	2 Bedroom	2325 W. Jackson	29
Midrise	2 Bedroom	2333 W. Jackson	28
Midrise	2 Bedroom	2334 W. Van Buren	29
Townhome	3 Bedroom	300 – 344 S. Oakley	5
Townhome	3 Bedroom	303 – 345 S. Western	8
Townhome	3 Bedroom	2307 – 2355 W. Jackson	3
Townhome	3 Bedroom	2308 – 2358 W. Van Buren	4
Total Units			122

Subject to section 2.05, the following number and types of Units are restricted to LMM Income Families.

BUILDING TYPE	NUMBER OF BEDROOMS PER UNIT	BUILDING NUMBERS	TOTAL NUMBER OF UNITS
Total Units			0

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Rental Restrictions

All rental amounts shall be subject to the prior approval of Lender pursuant to Section 3.01 of this Agreement.

Very Low Income Family Maximum Rents

For NSP-assisted units occupied by Very Low Income Families, the maximum rental amounts must meet one of following requirements:

1. 30 percent of the tenant's monthly adjusted income; or
2. 30 percent of the annual income of a family whose income equals 50 percent of area median income; or
3. If the property has a Federal or state project-based rental subsidy and the Very Low Income tenant pays no more than 30 percent of his or her adjusted income toward rent, the maximum rent allowable under the project-based rental subsidy program.

Low Income Family Maximum Rents

For NSP-assisted units occupied by Low Income Families, the maximum rental amounts cannot exceed the lesser of:

1. The Section 8 Fair Market Rents for existing housing; or
2. 30 percent of the adjusted income of a family whose annual income equals 65 percent of area median income.

LMM Income Family Maximum Rents

For NSP-assisted units occupied by LMM Income Families, the maximum rental amounts must meet one of following requirements:

1. Rents established by the Lender based on tenant household income, not to exceed comparable unassisted rents in the neighborhood; or
2. The rent does not exceed 30 percent of the family's adjusted income.

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HUD RIDER TO LAND USE RESTRICTION AGREEMENT

This RIDER is made as of January [6], 2012, by between **TCB ST. STEPHENS LIMITED PARTNERSHIP**, an Illinois limited partnership ("Borrower") and **THE COMMUNITY BUILDERS, INC.**, a Massachusetts nonprofit corporation ("Junior Lender").

WHEREAS, Borrower has obtained financing from the Junior Lender for the benefit of the project known as St. Stephens Apartments (the "Project"), which loan is secured by a Mortgage, Security Agreement and Fixture Filing dated as of January [6], 2012, and recorded in the Office of the Recorder of Cook County, Illinois (the "Recorder's Office") ("Junior Mortgage").

WHEREAS, Borrower is assuming that certain (i) Mortgage dated August 1, 1977 (hereinafter referred to as the "Senior Mortgage" or the "Security Instrument") executed in favor of Banco Mortgage Company, and recorded on August 19, 1977, in the Recorder's Office as Document No. 24066337 securing the repayment of amounts not to exceed Eight Million Nine Hundred Seventy-Three Thousand One Hundred and 00/100 Dollars (\$8,973,100.00) which said Senior Mortgage and Senior Note (hereinafter defined) were modified by a Supplemental Mortgage dated October 1, 1978 and recorded November 9, 1978 with Recorder's Office as Document No. 24711814; as further modified by a Modification and Consolidation Agreement dated October 1, 1978 and recorded November 9, 1978 with the Recorder's Office as Document No. 24711815; as further modified by a Supplemental Mortgage dated June 12, 1980 and recorded June 16, 1980 with the Recorder's Office as Document Nos. 25487470 and 25487968; as modified by a Second Modification and Consolidation Agreement dated June 12, 1980 and recorded June 16, 1980 with the Recorder's Office as Document Nos. 25487471 and 25487969; as assigned to East River Savings Bank by instrument dated June 18, 1980 and recorded June 24, 1980 with the Recorder's Office as Document No. 25496318; as further modified pursuant to a Modification Agreement dated August 1, 1983 and recorded September 29, 1983 with the Recorder's Office as Document No. 26800800; and as assigned by an Assignment to Wells Fargo Bank, N.A. (the "Senior Lender") dated October 31, 2006 and recorded June 22, 2007 with the Recorder's Office as Document No. 0717316073 and (ii) Mortgage Note, dated August 1, 1997 (the "Senior Note"), executed in favor of Banco Mortgage Company, in the principal amount of Eight Million Nine Hundred Seventy-Three Thousand One Hundred and 00/100 Dollars (\$8,973,100.00), as assigned to East River Savings Bank pursuant to an instrument recorded June 24, 1980 in the Recorder's Office as Document No. 25496318 and as further assigned to the Senior Lender, pursuant to an Assignment recorded June 22, 2007 as Document No. 0717316073 (collectively the Senior Mortgage and the Senior Note are referred to as the "Senior Mortgage Loan");

WHEREAS, the Senior Mortgage Loan is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, the Junior Lender is requiring certain restrictions be recorded against the Project;

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WHEREAS, Borrower entered into that certain Land Use Restriction Agreement (“Restrictive Covenants”) with respect to the Project, dated as of January [____] and recorded in the Recorder’s Office;

WHEREAS, HUD is requiring that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the Lender has agreed to subordinate the Restrictive Covenants to the lien of the Senior Mortgage Loan in accordance with the terms of this Rider.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects.

(b) The following terms shall have the following definitions:

“HUD” means the United States Department of Housing and Urban Development.

“HUD Regulatory Agreement” means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

“Junior Lender” means The Community Builders, Inc., a Massachusetts nonprofit corporation its successors and assigns.

“Junior Mortgage Loan” means the mortgage loan made by Lender to the Borrower pursuant to the Junior Mortgage Loan Documents with respect to the Project.

“Senior Mortgage Loan Documents” means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Senior Mortgage Loan.

“National Housing Act” means the National Housing Act of 1934, as amended.

“Program Obligations” has the meaning set forth in the Security Instrument.

“Security Instrument” means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

“Surplus Cash” has the meaning specified in the HUD Regulatory Agreement.

“Residual Receipts” has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, except the requirements in 26 U.S.C. 42(h)(6)(E)(ii), the provisions hereof are expressly subordinate to (i) the Security Instrument, (ii) the HUD Regulatory Agreement and (iii) Program Obligations. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the Security Instrument, HUD Regulatory Agreement, or Program Obligations, the provisions

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of the Senior Mortgage Loan Documents and Program Obligations shall control and supersede the enforcement of the Restrictive Covenants.

(d) In the event of foreclosure, the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate, with the exception of the requirements of 26 U.S.C. 42(h)(6)(E)(ii) above, or as otherwise approved by HUD. Notwithstanding the preceding, the Lender may cure a default under the Senior Mortgage Loan Documents prior to a conveyance by deed-in-lieu of foreclosure. The Borrower shall give written notice to the Junior Lender of a proposed tender of title in the event (a) the Secretary decides to accept a deed-in-lieu of foreclosure or (b) the Secretary receives notice from the holder of the Senior Mortgage of its election to accept a deed-in-lieu of foreclosure. The Borrower will give such written notice at the following address:

The Community Builders, Inc.
95 Berkeley Street – Suite 500
Boston, MA 02116
Attention: NSP 2 Program Manager

With a Copy to:

The Community Builders, Inc.
95 Berkeley Street
Suite 500
Boston, MA 02116
Attention: General Counsel

The Junior Lender shall have thirty (30) days to cure the default after the notice of intent to accept a deed-in-lieu of foreclosure is received.

(e) Borrower and the Junior Lender acknowledge that Borrower's failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the terms of the Security Instrument, the HUD Regulatory Agreement, or any other document relating to the Senior Mortgage Loan to Borrower for the Project, provided that, nothing herein limits the Lender's ability to enforce the terms of the Restrictive Covenants to the extent not in conflict with the Senior Mortgage Loan Documents or Program Obligations.

(f) Except for the Junior Lender's reporting requirement, in enforcing the Restrictive Covenants the Junior Lender will not file any claim against the Project or any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or

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iii. Available residual receipts authorized by HUD, if the Borrower is a non-profit entity.

(g) For so long as the Senior Mortgage Loan is outstanding, Borrower and Junior Lender shall not further amend the Restrictive Covenants without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Junior Lender may require the Borrower to indemnify and hold the Junior Lender harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Junior Lender relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold the Junior Lender harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

(i) Borrower and Junior Lender further agree that if at any time any covenant or restriction of this Amendment shall be determined by the Internal Revenue Service to be an event invalidating or terminating the award of low-income housing tax credits awarded to the Project, then in such event such covenant or restriction provided herein shall immediately and automatically terminate.

[Signatures on next page.]

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BORROWER:

TCB ST. STEPHENS LIMITED PARTNERSHIP,
an Illinois limited partnership

By: TCB St. Stephens, Inc., an Illinois corporation,
its general partner

By: _____
Name: Jacques Sandberg
Its: Authorized Agent

JUNIOR LENDER:

THE COMMUNITY BUILDERS, INC.,
a Massachusetts nonprofit corporation

By: _____
Name:
Its:

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STATE OF Illinois
COUNTY OF Cook

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this date _____, 2012, Jacques Sandberg, Authorized Agent, 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 (s)he signed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of TCB St. Stephens, Inc. as General Partner of TCB St. Stephens Limited Partnership for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Laura Ruiz
Notary Public



[seal]

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this date _____, 2012, _____, 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 (s)he signed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of _____ for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

[seal]

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BORROWER:

TCB ST. STEPHENS LIMITED PARTNERSHIP,
an Illinois limited partnership

By: TCB St. Stephens, Inc., an Illinois corporation,
its general partner

By: _____
Name: Jacques Sandberg
Its: Authorized Agent

JUNIOR LENDER:

THE COMMUNITY BUILDERS, INC.,
a Massachusetts nonprofit corporation

By: _____
Name: Karen E Kelleher
Its: Senior Vice President

Cook County Clerk's Office

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STATE OF Illinois
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this date _____, 2012, Jacques Sandberg, Authorized Agent, 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 (s)he signed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of TCB St. Stephens, Inc. as General Partner of TCB St. Stephens Limited Partnership for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[seal]

Laura Ruiz
Notary Public



STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this date January 4, 2012, Karen E. Kelleher, 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 (s)he signed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of Karen E. Kelleher for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[seal]

Terrence Murphy McNeil
Notary Public



Terrence Murphy McNeil
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 12, 2013

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Exhibit A – Legal Description

[See attached.]

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EXHIBIT A

Legal Description of the Land

All that tract or parcel of land located in Cook County, Illinois, more particularly described as follows:

PARCEL 1:

THE SOUTH 115 FEET OF LOT 3 (EXCEPT THE EAST 62-1/2 FEET THEREOF) THE NORTH HALF OF LOT 5 (EXCEPT THE SOUTH 10 FEET THEREOF) AND THE SOUTH 116 FEET OF SAID LOT 5, ALL IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 TO 18 INCLUSIVE, (EXCEPT THOSE PARTS OF SAID LOTS TAKEN FOR STREET PURPOSES) IN E. H. SHELDON'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 THROUGH 7 AND THE 5 FOOT PRIVATE ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 THROUGH 6, ALL IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1, 2 AND 3 IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 4 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 1 THROUGH 18 IN LOBRAICO'S SUBDIVISION OF PART OF BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH 5 FEET OF LOT 11, LOT 6 (EXCEPT THE WEST 7 FEET THEREOF) AND ALL OF LOTS 7 THROUGH 10 AND 16 THROUGH 23 IN THE SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

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LOTS 1 THROUGH 6 IN J. A. LANDON'S SUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE WEST 7 FEET OF LOT 6 IN THE SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE

14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 8:

LOTS 1 THROUGH 6 IN THE SUBDIVISION OF LOTS 11,12,13,14 AND 15 (EXCEPT THE NORTH 5 FEET OF LOT 11) IN THE SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

ALL THAT PART OF W. GLADYS AVENUE LYING NORTH OF THE NORTH LINE OF THE SOUTH 116 FEET OF THAT PART OF LOT 5 LYING NORTH OF THE NORTH LINE OF W. VAN BUREN STREET IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF THE SOUTH 115 FEET OF THAT PART OF LOT 3 LYING NORTH OF THE NORTH LINE OF W. VAN BUREN STREET (EXCEPT THE EAST 62.5 FEET THEREOF) IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOTS 13 TO 18 AND SAID NORTH LINE OF LOT 13 PRODUCED EAST 11 FEET IN LOBRAICO'S SUBDIVISION OF PART OF BLOCK 11; LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 12 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOT 23 IN SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO, AFOREMENTIONED; AND LYING WEST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 12 IN LOBRAICO'S SUBDIVISION TO THE NORTHWEST CORNER OF LOT 23 IN SUBDIVISION OF LOTS 6, 7 AND 8, AFOREMENTIONED; AND LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 1 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED TO THE INTERSECTION OF THE WEST LINE OF LOT 3 AND THE NORTH LINE OF THE SOUTH 115 FEET OF THAT PART OF SAID LOT 3 LYING NORTH OF THE NORTH LINE OF W. VAN BUREN STREET IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED;

ALSO

ALL OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF THE EAST LINE OF LOTS 1 TO 18, BOTH INCLUSIVE, IN E. H. SHELDON'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOT 1 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOTS 6 AND 7 AND THE WEST LINE OF THE 5 FOOT PRIVATE ALLEY BETWEEN SAID LOTS 6 AND 7 IN SUBDIVISION OF THE NORTH HALF OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN E. H. SHELDON'S SUBDIVISION AFOREMENTIONED, TO THE NORTHWEST CORNER OF LOT 6 IN THE SUBDIVISION OF THE NORTH 1/2 OF LOT 3 AFOREMENTIONED AND LYING NORTH OF THE SOUTH LINE OF LOT 18 IN E. H. SHELDON'S SUBDIVISION, PRODUCED EAST TO THE WEST LINE OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED;

ALSO

ALL OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 6, 7 AND 8 IN SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO

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AFOREMENTIONED; AND LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, IN J. A. LANDON'S SUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE WEST 7 FEET OF LOT 6 IN A SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOT 9 IN THE SUBDIVISION OF LOTS 6, 7, AND 8 AFOREMENTIONED; LYING EAST OF THE WEST LINE OF LOT 9 IN THE SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED, PRODUCED NORTH 16 FEET TO THE SOUTH LINE OF LOT 5 IN J. A. LANDON'S SUBDIVISION AFOREMENTIONED; AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 8 TO THE NORTHEAST CORNER OF LOT 9 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED;

ALSO

ALL OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 6 IN SUBDIVISION OF LOTS 11,12,13,14 AND 15 (EXCEPT THE NORTH 5 FEET OF LOT 11 IN SUBDIVISION OF LOTS 6, 7 AND 8 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOTS 16 TO 22, BOTH INCLUSIVE, IN SUBDIVISION OF LOTS 6, 7, AND 8 AFOREMENTIONED; LYING EAST OF THE WEST LINE OF LOT 6 IN SUBDIVISION OF LOTS 11, 12,13,14 AND 15, EXCEPT THE NORTH 5 FEET OF LOT 11 AFOREMENTIONED, PRODUCED SOUTH 16 FEET TO THE NORTH LINE OF LOT 22 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED; AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 6 IN SUBDIVISION OF LOTS 11,12,13,14 AND 15, EXCEPT THE NORTH 5 FEET OF LOT 11 AFOREMENTIONED TO THE NORTHEAST CORNER OF LOT 16 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED;

ALSO

ALL OF THE NORTH-SOUTH 30 FOOT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOTS 9, 10 AND 11 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED AND THE WEST LINE OF SAID LOT 9 PRODUCED NORTH 16 FEET TO THE SOUTH LINE OF LOT 5 IN J. A. LANDON'S SUBDIVISION AFOREMENTIONED, AND LYING WEST OF THE WEST LINE OF LOTS 1 TO 6, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOTS 11,12,13,14 AND 15, EXCEPT THE NORTH 5 FEET OF LOT 11

AFOREMENTIONED AND THE WEST LINE OF SAID LOT 6 PRODUCED SOUTH 16 FEET TO THE NORTH LINE OF LOT 22 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED; LYING EAST OF THE EAST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED, AND LYING EAST OF THE EAST LINE OF LOT 12 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF LOTS 22 AND 23 IN SUBDIVISION OF LOTS 6, 7 AND 8 AFOREMENTIONED; AND LYING SOUTH OF THE SOUTH LINE OF LOTS 5 AND 6 IN J. A. LANDON'S SUBDIVISION AFOREMENTIONED;

ALSO

ALL OF THE NORTH-SOUTH 11 FOOT PUBLIC COURT LYING WEST OF THE WEST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING EAST OF THE EAST LINE OF LOT 13 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING SOUTH OF THE NORTH LINE OF LOT 13 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED PRODUCED EAST 11 FEET TO THE WEST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; AND LYING NORTH OF THE

SOUTH LINE OF LOT 13 IN LOBRAICO'S SUBDIVISION AFOREMENTIONED PRODUCED EAST 11 FEET TO THE WEST LINE OF LOT 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED;

ALSO

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ALL OF THE EAST-WEST 20 FOOT PUBLIC ALLEY AS DEDICATED THROUGH THE CENTER OF LOTS 3, 4 AND 5 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MAY 26, 1881, AS DOCUMENT NO. 329172 AND ON APRIL 10, 1908, AS DOCUMENT NO. 4185297; SAID ALLEY BEING FURTHER DESCRIBED AS LYING NORTH OF THE NORTH LINE OF LOTS 1 TO 12, BOTH INCLUSIVE, IN LOBRAICO'S SUBDIVISION AFOREMENTIONED; LYING SOUTH OF THE SOUTH LINE OF LOT 7 IN SUBDIVISION OF THE NORTH HALF OF LOT 3 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED, LYING SOUTH OF THE SOUTH LINE OF LOTS 1, 2 AND 3 IN SUBDIVISION OF THE NORTH HALF OF LOT 4 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; AND LYING SOUTH OF THE NORTH LINE OF THE SOUTH 10 FEET OF THE NORTH HALF OF LOT 5 IN BLOCK 11 IN ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; LYING WEST OF THE EAST LINE OF LOT 5 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; AND LYING EAST OF THE WEST LINE OF LOT 3 IN BLOCK 11 OF ROCKWELL'S ADDITION TO CHICAGO AFOREMENTIONED; SAID PUBLIC STREET, PUBLIC ALLEYS AND PUBLIC COURT HEREIN VACATED BEING FURTHER DESCRIBED AS ALL THAT PART OF W. GLADYS AVENUE TOGETHER WITH ALL OF THE NORTH-SOUTH AND EAST-WEST PUBLIC ALLEYS AND PUBLIC COURT IN THE BLOCK BOUNDED BY WEST JACKSON BOULEVARD, W. VAN BUREN STREET, S. WESTERN AVENUE AND S. OAKLEY BOULEVARD.

Commonly known as: 2333 W. Jackson Blvd., Chicago, Illinois

PINs:

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