



Doc#: 1203410061 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 02/03/2012 11:58 AM Pg: 1 of 8

885547 Dale C. CND

Prepared by

Eva L. Garrett  
General Counsel  
Mercy Portfolio Services  
120 S. LaSalle Street, Suite 1850  
Chicago, Illinois 60603

and After Recording Return to:

Steven J. Holler  
Deputy Corporation Counsel  
Department of Law  
City of Chicago  
121 N. LaSalle Street, Room 600  
Chicago, Illinois 60602

Property Address: 8332 S. Muskegon Avenue; Chicago, IL  
PIN: 21-31-400-026-0000

**AMENDMENT TO REDEVELOPMENT AGREEMENT**

This Amendment to Redevelopment Agreement (this "Amendment") is made as of the 2<sup>nd</sup> day of February 2012, by and between the City of Chicago, an Illinois municipal corporation, home rule unit of government and land bank authority, acting by and through its Department of Housing and Economic Development (the "City"), Mercy Portfolio Services, a Colorado non-profit corporation ("MPS"), and MPS Community I, LLC, an Illinois limited liability company ("MPS LLC") (collectively, the "Parties"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Redevelopment Agreement identified in the first Whereas Clause below.

Box 334

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## RECITALS

WHEREAS, MPS LLC, MPS and the City have entered into that certain Redevelopment Agreement dated as May 12, 2011 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 2, 2011 as Document No. 1115311026; and

WHEREAS, pursuant to the Redevelopment Agreement, MPS has advanced Program Funds in the form of a grant to MPS LLC in connection with the acquisition and demolition the NSP Property; and

WHEREAS, demolition of the NSP Property has been completed in accordance with the requirements specified in the Redevelopment Agreement; and

WHEREAS, the Parties now desire to amend the Redevelopment Agreement to reflect the agreement of the Parties as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Redevelopment Agreement as follows:

1. Recital H of the Redevelopment Agreement is hereby amended by deleting the reference to "\$27,000" and replacing it with "\$32,458"
2. Recital O of the Redevelopment Agreement is hereby amended by deleting the reference to "a to-be-identified contractor" and replacing it with Pro Excavating, Inc.
3. Section 6 of the Redevelopment is hereby amended by deleting the reference to "Section 5" in the last sentence and replacing it with "Section 4"
4. Exhibit A to the Redevelopment Agreement is hereby deleted in its entirety and new Exhibit\_A attached hereto and made a part hereof, is substituted in its place.
5. Exhibit B to the Redevelopment Agreement is hereby amended by deleting the reference to "the to-be-determined contractor" and replacing it with Pro Excavating, Inc..
6. To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the Redevelopment Agreement, the terms and conditions of this Amendment shall control and prevail.
7. Except as modified by this Amendment, the Parties acknowledge and agree that the Redevelopment Agreement is in full force and effect in accordance with its terms.

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8. This Amendment is binding upon and inures to the benefit of the parties hereto and their successors and assigns.
9. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.
10. This Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON NEXT PAGE]


Property of Cook County Clerk's Office

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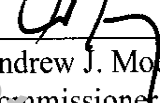
IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

MPS COMMUNITY I, LLC, an Illinois limited liability company


By: Mercy Portfolio Services, a Colorado non-profit corporation and its sole member

By:   
Name: William W. Towns  
Title: Vice President

CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Housing and Economic Development

By:   
Name: Andrew J. Mooney  
Title: Commissioner

MERCY PORTFOLIO SERVICES, a Colorado non-profit corporation

By:   
Name: William W. Towns  
Title: Vice President

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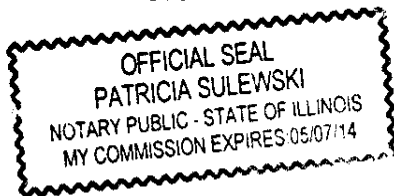
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Patricia Sulewski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Housing and Economic Development of the City of Chicago, 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, being first duly sworn by me, acknowledged that, as the Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 27<sup>th</sup> day of JANUARY, 2012.

Patricia Sulewski

NOTARY PUBLIC



Clerk's Office

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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK )

I, Holly Kavis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William W. Towns, personally known to me to be the Vice President of Mercy Portfolio Services, a Colorado non-profit corporation and the sole member of MPS Community I, LLC an Illinois limited liability company, 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, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 4<sup>th</sup> day of February, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC



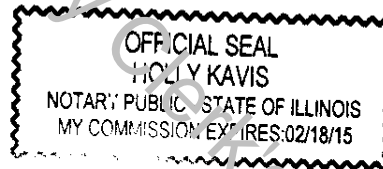
# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK )

I, Holly Kavis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William W. Towns, personally known to me to be the Vice President of Mercy Portfolio Services, a Colorado non-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, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 1<sup>st</sup> day of February, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC



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## EXHIBIT A

### NSP PROPERTY INFORMATION

Legal Description of Land: LOT 17 IN BLOCK 10 IN THE CIRCUIT COURT PARTITION OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 8332 South Muskegon Avenue, Chicago, IL 60617

PIN: 21-31-400-026-0000

Vacant Land

NSP Acquisition Price: \$ 7,000

<sup>1</sup> NSP Acquisition Loan Amount: \$7,000

<sup>2</sup> NSP demolition cost: \$18,420

<sup>3</sup> NSP Total Development Cost: \$32,458

<sup>1</sup>As more particularly set forth in that certain Settlement Statement dated as of even date herewith.

<sup>2</sup>As more particularly set forth in the final Owner's Sworn Statement, upon transfer of the Property to the City.

<sup>3</sup>As more particularly set forth in the Approved Budget.