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Doc#: 1304222055 Fee: \$108.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/11/2013 10:54 AM Pg: 1 of 36

8914807 Paul & Cand

Property Address: 436-42 E. 47th Street
Chicago, IL 60653

PIN: 20 03-422-020-0000

Prepared by:

Dana K. O'Banion, Esq.
Mercy Portfolio Services
120 South LaSalle Street, Ste 1850
Chicago, Illinois 60603

After recording return to:

Sweta Shah, Esq.
City of Chicago Department of Law
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF DOCUMENTS

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF DOCUMENTS (this "Assignment") is made as of January 22, 2013 by and between Mercy Portfolio Services, a Colorado non-profit corporation ("MPS"), MPS Community I, LLC, an Illinois limited liability company (the "Assignor"), Bronzeville Artist Lofts LLC, an Illinois limited liability company ("Bronzeville"), Chicago Title Land Trust Company ("Trustee"), not personally but as trustee under that certain Trust Agreement dated October 18, 2012, and known as Trust Number 8002360481 of which Bronzeville is the sole beneficiary (collectively, Bronzeville and the Trustee are hereinafter referred to as the "Assignee"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government (the "City") (collectively, the "Parties").

It is expressly anticipated by the Parties hereto that the Assignor will convey the Property (as hereinafter defined) and assign the indebtedness evidenced by the Note (as

Box 334

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hereinafter defined) to the Assignee, and that thereafter the Assignee will be bound by all the obligations of the Assignor under the documents described in this Assignment.

RECITALS

WHEREAS, the City has or will receive certain funds in the approximate amount of \$55,238,017 and \$98,008,384, and \$15,996,360 (collectively, the "**Program Funds**") from the United States Department of Housing and Urban Development ("**HUD**") pursuant to the provisions of the Housing and Economic Recovery Act of 2008, Public Law 110-289 – July 30, 2008, Title III – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes, Section 2301 *et seq.* ("**HERA**"), as amended by the American Recovery and Reinvestment Act of 2009, H.R.1 (the "**Recovery Act**"), as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, H.R. 4173 (the "**Dodd-Frank Act**"), as the same may be hereafter amended, restated or supplemented from time to time (HERA, the Recovery Act and the Dodd-Frank Act are collectively referred to as the "**Act**"); the Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Developers under the Housing and Economic Recovery Act, 2008 issued by HUD and found at the Federal Register/Vol. 73, No. 194/Monday, October 6, 2008/Notices, as the same may be hereafter amended, restated or supplemented from time to time; the Notice of Fund Availability for the Neighborhood Stabilization Program² under the Recovery Act (Docket No. FR-5321-N-01, May 4, 2009), the Notice of Fund Availability for Fiscal year 2009 NSP2 Program under the Recovery Act, Correction (Docket No. FR-5321-C-02, June 11, 2009; Docket No. FR-5321-C-03, November 9, 2009, Docket No. FR-5321-C-04, and Docket No. FR-5321-N-04); the Notice of Formula Allocations and Program Requirements for Neighborhood Stabilization Program Formula Grants (Docket No. FR-5447-N-01, October 19, 2010 (the "**NOFA**")); and the HUD regulations at 24 CFR Part 570 (as modified by the NOFA as now in effect and as may be amended from time to time) (collectively, the "**Regulations**"); and

WHEREAS, the City has submitted to HUD, and HUD has approved, the City's NSP1 Substantial Amendment application to HUD, NSP2 application to HUD and NSP3 Substantial Amendment to HUD governing the City's use of the Program Funds in a City neighborhood stabilization program (the "**Program**") in accordance with the Act and the Regulations to address the critical impact of increasing numbers of foreclosed properties within the City of Chicago. Pursuant to such approval, the City and HUD have entered into that certain Grant Agreement dated effective as of March 27, 2009, that certain Funding Approval and Grant Agreement signed on February 11, 2010, and that certain Funding Approval and Grant Agreement dated effective as of March 17, 2011 (collectively, the "**Grant Agreement**"). The Act, the Regulations, and the Grant Agreement are collectively referred to herein as the "**NSP Legal Requirements**;" and

WHEREAS, the City and MPS, have entered into that certain Agreement Between The City of Chicago and Mercy Portfolio Services For Neighborhood Stabilization Program dated as of June 30, 2009, that certain Agreement Between The City of Chicago and Mercy Portfolio Services For Neighborhood Stabilization Program 2

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dated as of July 1, 2010, and that certain Agreement Between The City of Chicago and Mercy Portfolio Services For Neighborhood Stabilization Program 3 dated as of September 1, 2011 (collectively, the "Subgrant Agreement"), pursuant to which the City has agreed to make the Program Funds available to MPS for Eligible Activities subject to the terms and conditions of such Subgrant Agreement; and

WHEREAS, Assignor is the Developer under that certain Redevelopment Agreement by and among Assignor, MPS and the City, dated as of August 22, 2011 as the same may be amended, supplemented and restated from time to time (the "Original Redevelopment Agreement"); and

WHEREAS, pursuant to the Original Redevelopment Agreement, MPS agreed to provide Program Funds in the form of a loan in the principal amount of \$3,667,672 (the "Loan") to the Assignor to be used in connection with the acquisition, rehabilitation and/or construction of the Property legally described on Exhibit A attached hereto, which is improved with the improvements described thereon (the "Property"); and

WHEREAS, to evidence the Loan the Assignor executed and delivered a promissory note in the principal amount of the Loan, dated as of August 22, 2011 and made payable to MPS. Such note, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, shall be called the "Note;" and

WHEREAS, to secure its obligations under the Note and the Original Redevelopment Agreement, Assignor granted to MPS that certain Mortgage, Security Agreement and Financing Statement, dated as of August 22, 2011, as the same may be amended, supplemented and restated from time to time (the "Mortgage"); and

WHEREAS, as additional security of its obligations under the Note and the Original Redevelopment Agreement, the Assignor executed and delivered to MPS that certain Assignment of Rents and Leases, dated as of August 22, 2011, as the same may be amended, supplemented and restated from time to time (the "Assignment of Rents"); and

WHEREAS, pursuant to that certain Assignment of Mortgage and Documents (the "Assignment of Mortgage"), dated as of August 22, 2011, MPS assigned to the City all of the right, title and interest of MPS in and to the Note, together with all indebtedness evidenced thereunder, and further granted, transferred and assigned to the City all of the right, title and interest of MPS in and to the Original Redevelopment Agreement, the Mortgage, and the Assignment of Rents; and

WHEREAS, the City is the present, sole legal and equitable owner and holder of the Note; and

WHEREAS, the Assignor, MPS and the City have entered into that certain First Amended and Restated Redevelopment Agreement dated as of even date herewith, which supersedes and replaces the Original Regulatory Agreement (the "Amended Redevelopment Agreement"); and

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WHEREAS, the Assignor, MPS and the City have entered into that certain Regulatory Agreement in connection with the operation of the Property, dated as of August 22, 2011 as the same may be amended, supplemented and restated from time to time (the "Original Regulatory Agreement"); and

WHEREAS, the Assignor, MPS and the City have entered into that certain First Amended and Restated Regulatory Agreement dated as of even date herewith, which supersedes and replaces the Original Regulatory Agreement (the "Amended Regulatory Agreement"); and

WHEREAS, the Original Regulatory Agreement was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on September 1, 2011 as Document No. 1124433019; the Original Redevelopment Agreement was recorded in the Recorder's Office on September 1, 2011 as Document No. 1124433020; the Mortgage was recorded in the Recorder's Office on September 1, 2011 as Document No. 1124433021; the Assignment of Rents was recorded in the Recorder's Office on September 1, 2011 as Document No. 1124434022; the Assignment of Mortgage was recorded in the Recorder's Office on September 1, 2011 as Document No. 1124433023; the Amended Regulatory Agreement was recorded in the Recorder's Office on 02/08, 2013 as Document No. 1303922053; and the Amended Redevelopment Agreement was recorded in the Recorder's Office on 02/08/2013 2013 as Document No. 1303922054; and

WHEREAS, pursuant to the Amended Redevelopment Agreement, the Assignor has acquired the Property; and

WHEREAS, the Amended Redevelopment Agreement contemplates that upon acquisition of the Property by the Assignor, the Assignor and the City shall identify a Participating Entity (as defined therein) which shall rehabilitate the Property and, upon such identification, the Assignor shall convey the Property to such Participating Entity, which shall thereafter complete the rehabilitation work specified in the Amended Redevelopment Agreement and in the Exhibits attached thereto; and

WHEREAS, the Amended Redevelopment Agreement further contemplates that concurrently with the conveyance of the Property to such Participating Entity, the Assignor shall assign the indebtedness evidenced by the Note to such Participating Entity, and thereafter such Participating Entity shall be bound by all of Assignor's obligations thereunder; and

WHEREAS, Assignor and the City have identified Assignee as such Participating Entity; and

WHEREAS, Assignor now desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights and obligations under the Amended Redevelopment Agreement, the Amended Regulatory Agreement, the Note, the Mortgage, and the Assignment of Rents, subject to the terms and conditions of this Assignment; and

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WHEREAS, the Parties now desire to execute this Assignment to effect such assignment and assumption; to amend the Note, the Mortgage, the Assignment of Mortgage, the Assignment of Rents, and to further amend the Amended Redevelopment Agreement and the Amended Regulatory Agreement as set forth herein.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Assignor hereby grants, transfers and assigns to the Assignee all of the obligations under and rights, title, and interest of the Assignor in and to the Note, together with all sums of money due and payable thereunder, and hereby further grants, transfers and assigns to the Assignee all of the obligations under and rights, title, and interest of the Assignor in and to the Amended Redevelopment Agreement, the Amended Regulatory Agreement, the Mortgage and the Assignment of Rents. (Collectively the Note, the Amended Redevelopment Agreement, the Amended Regulatory Agreement, the Mortgage, and the Assignment of Rents are hereinafter referred to as the "Documents").

2. In conjunction with the assignment of the Amended Redevelopment Agreement, the Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in the Assignor's title to the Property which the Assignor is conveying to the Assignee by its special warranty deed concurrently with the execution and recording of this Assignment.

3. The Assignee hereby accepts such assignment and agrees to fully assume all of the obligations of the Assignor under the Documents.

4. The Assignor hereby covenants and represents that (i) the Assignor has full right and title to assign all of the Documents to the Assignee; and (ii) no other assignment of any interest therein has been made.

5. Recital M of the Amended Redevelopment Agreement is hereby amended by deleting the reference to "a to-be-identified lender" and replacing it with "Community Investment Corporation."

6. Section 6(D) of the Amended Redevelopment Agreement is hereby amended by deleting the following sentence: "If an NSP Property is conveyed to a Participating Entity for rehabilitation, such Participating Entity shall, concurrently with such conveyance, execute and deliver to the City separate reconveyance deeds for the NSP Property conveying such NSP Property both (i) to the City, and, in the alternative, (ii) to MPS LLC," and replacing it with the following sentence: "If an NSP Property is conveyed to a Participating Entity for rehabilitation, the Chicago Title Land Trust shall execute and deliver a reconveyance trustee's deed in favor of such Participating Entity, and the Participating Entity shall, concurrently with such conveyance, execute and deliver to the City separate reconveyance deeds for the NSP Property conveying such NSP Property both (i) to the City, and, in the alternative, (ii) to MPS LLC."

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7. Section 8 of the Amended Redevelopment Agreement is hereby amended by deleting the first sentence in its entirety and replacing it with the following: “The Developer shall commence the Required Work for the NSP Property promptly upon acquiring title to such property and shall thereafter diligently proceed to complete such Required Work and lease all units in the building within seventeen (18) months of such acquisition date (this requirement shall not apply to MPS LLC with respect to the NSP Property that is to be conveyed to a Participating Entity for rehabilitation or construction).”

8. Section 23 of the Amended Redevelopment Agreement is hereby amended by removing each reference to “MPS LLC.” Section 23 of the Redevelopment Agreement is hereby further amended by adding the following: “If to the Developer: Bronzeville Artist Lofts LLC; 15657 S. 70th Court, Orland Park, IL 60462; Attention: Robert Ferrino, Manager with a copy to Mitchell P. Whittaker, Esq., Gonsky Baum & Whittaker, 112 S. Sangamon, 4th Fl, Chicago, IL 60607.”

9. Exhibit A to the Amended Redevelopment Agreement is hereby deleted in its entirety and new Exhibit A, attached hereto and made a part hereof, is substituted in its place.

10. Exhibit C to the Amended Redevelopment Agreement is hereby deleted in its entirety and new Exhibit C, attached hereto as Exhibit B and made a part hereof, is substituted in its place.

11. Exhibit D to the Amended Redevelopment Agreement is hereby deleted in its entirety and new Exhibit D, attached hereto as Exhibit C and made a part hereof, is substituted in its place.

12. The Redevelopment Agreement is hereby amended by adding new Exhibit E to the Redevelopment Agreement, attached hereto as Exhibit D and made a part hereof.

13. The definition of “Completion” in Section 1 of the Amended Regulatory Agreement is hereby amended by inserting after the words “the Drawings” the following: “the requirements set forth in the Community Investment Corporation loan documents.”

14. The definition of “Completion Date” in Section 1 of the Amended Regulatory Agreement is hereby amended by inserting after the words “the Drawings” the following: “the requirements set forth in the Community Investment Corporation loan documents

15. Exhibit B to the Amended Regulatory Agreement is hereby deleted in its entirety and new Exhibit B, attached hereto as Exhibit E and made a part hereof, is substituted in its place.

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16. Exhibit C to the Amended Regulatory Agreement is hereby deleted in its entirety and new Exhibit C, attached hereto as Exhibit F and made a part hereof, is substituted in its place.

17. Exhibit E to the Amended Regulatory Agreement is hereby amended as follows: Each reference to "MPS Community I, LLC" is hereby deleted and replaced with "Bronzeville Artist Lofts LLC."

18. Exhibit F to the Amended Regulatory Agreement is hereby amended by inserting the following: "Electricity, Cooking Gas and Heat."

19. Paragraph 10 of the Mortgage is hereby amended by deleting section (vi) and replacing it with the words "[intentionally omitted]".

20. Paragraph 36 of the Mortgage is hereby amended by deleting the reference to "\$7,335,344" and replacing it with "\$12,344,448."

21. The Mortgage is hereby amended by adding the following language:

"(39) Subordination. This Mortgage shall be subject to and subordinate to that certain Senior Construction Loan and to that certain Senior Permanent Loan, as defined in the Amended Redevelopment Agreement, as amended. This Mortgage shall also be subordinate to any subsequent mortgage that refinances the Senior Permanent Loan, so long as such refinancing is in an original principal amount less than or equal to the original principal amount of the Senior Permanent Loan, unless the Mortgagee, in its sole discretion, agrees to senior refinancing in a greater amount."

22. Exhibit B to the Mortgage is hereby deleted in its entirety and new Exhibit B, attached hereto as Exhibit G and made a part hereof, is substituted in its place.

23. The Note is hereby amended by deleting all references to "\$3,667,672" and replacing them with "\$6,172,224."

24. The Note is hereby further amended by deleting the repayment terms stated in the first paragraph and replacing them with the following:

Repayment Terms: (1) Concurrently with the making of the Senior Permanent Loan, in the amount of \$400,000, or such lesser amount as reflects the actual amount of the Senior Permanent Loan, the outstanding principal balance of the Note shall be reduced by the amount of \$160,000. The remaining principal balance in the amount of \$ 6,012,224 shall be forgiven on a pro rata basis, annually, over a period of 15 years from the date hereof (the "Maturity Date"), subject to compliance by the Maker with all the terms and conditions of the Amended Regulatory Agreement; provided, however, that the term Maturity Date shall also mean such earlier date as of which the principal of the NSP Loan may become due and payable because of acceleration or prepayment as provided in any of the Loan Documents.

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(2) Notwithstanding the foregoing, Maker expressly acknowledges that it has applied for and anticipates receiving TIF financing from the City of Chicago (the "TIF Loan"), pursuant to a TIF Redevelopment Agreement (the "TIF RDA"). If, and to the extent that proceeds of the TIF loan are funded to Maker, the Repayment Terms in Section 1 above shall be deemed null and void and the Repayment Terms set forth in this Section 2 shall apply as follows: Concurrently with the making of the Senior Permanent Loan, in the amount of \$400,000, or such lesser amount as reflects the actual amount of the Senior Permanent Loan, the outstanding principal balance of the Note shall be reduced by the amount of \$160,000. Subject to the rights and claims of RF Investments LLC, the remaining principal balance in the amount of \$6,012,224 shall be reduced by the amount \$350,807 payable by Maker to the City in installments from TIF proceeds (if not sooner paid) as follows: (i) \$79,355 upon issuance by the City of the Certificate of Completion as defined in the TIF RDA and (ii) \$271,452 one year after the issuance of such Certificate of Completion. The remaining principal balance in the amount of \$5,661,417 shall be forgiven on a pro rata basis, annually, over a period of 15 years from the date hereof (the "Maturity Date"), subject to compliance by the Maker with all the terms and conditions of the Amended Regulatory Agreement; provided, however, that the term Maturity Date shall also mean such earlier date as of which the principal of the NSP Loan may become due and payable because of acceleration or prepayment as provided in any of the Loan Documents.

25. The Assignment of Rents is hereby amended by deleting the reference to "\$3,667,672" in the second paragraph and replacing it with "\$6,172,224."

26. The first "Whereas Clause" of the Assignment of Mortgage is hereby deleted and replaced with the first "Whereas Clause" of this Assignment, except that the word "Assignee" shall be used in lieu of the word "City."

27. The second "Whereas Clause" of the Assignment of Mortgage is hereby deleted and replaced with the second "Whereas Clause" of this Assignment, except that the word "Assignee" shall be used in lieu of the word "City."

28. The sixth "Whereas Clause" of the Assignment of Mortgage is hereby deleted and replaced with the third "Whereas Clause" of this Assignment, except that the word "Assignee" shall be used in lieu of the word "City."

29. The Assignment of Mortgage is hereby amended by deleting all references to "\$3,667,672" and replacing them with "\$6,172,224."

30. The Parties expressly acknowledge that the Loan and the Documents are subordinate to that certain Senior Construction Loan, as defined on Exhibit A of this Assignment, and to that certain Senior Permanent Loan, as defined on Exhibit A of this Assignment, each made by Community Investment Corporation, an Illinois not-for-profit corporation ("CIC") to the Assignee in connection with the Project.

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31. The City or MPS hereby agrees to use its best efforts to copy CIC on the notice that it gives the Assignee regarding the City's consent to the start of construction pursuant to Section 10 (xix) of the Mortgage.

32. The recording of the Amended Regulatory Agreement shall result in no loss of lien priority with respect to the Original Regulatory Agreement.

33. The recording of the Amended Redevelopment Agreement shall result in no loss of lien priority with respect to the Original Redevelopment Agreement.

34. This Assignment applies to and binds the Parties and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Property.

35. This Assignment shall be governed as to performance and interpretation in accordance with the internal laws of the State of Illinois.

36. If any provision of this Assignment, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Assignment shall be construed as if such invalid part were never included herein, and this Assignment shall be and remain valid and enforceable to the fullest extent permitted by law.

37. All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Amended Redevelopment Agreement.

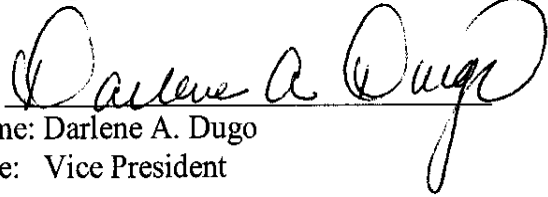
38. This document may be executed in counterpart, which, when taken together, shall constitute one original document.

(SIGNATURE PAGE FOLLOWS)

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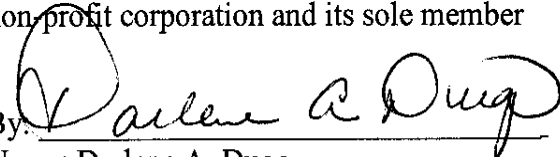
IN WITNESS WHEREOF, the undersigned have executed this Assignment, Assumption and Amendment of Documents as of the day and year first above stated.

Mercy Portfolio Services, a Colorado non-profit corporation

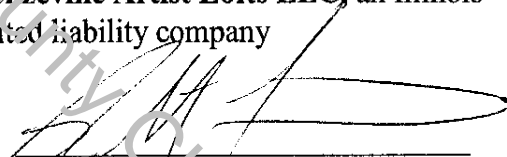
By: 
Name: Darlene A. Dugo
Title: Vice President

MPS Community I, LLC, an Illinois limited liability company

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

By: 
Name: Darlene A. Dugo
Title: Vice President

Bronzeville Artist Lofts LLC, an Illinois limited liability company

By: 
Name: Robert Ferraro
Title: Manager

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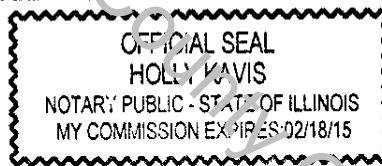
STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, Holly Kavis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Darlene A. Dugo, personally known to me to be the 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 she signed and delivered the foregoing instrument pursuant to authority given by said company, as her 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 ^{22nd} ~~18th~~ day of January, 2013.



 NOTARY PUBLIC



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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 Darlene A. Dugo, personally known to me to be the 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 she signed and delivered the foregoing instrument pursuant to authority given by said company, as her 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 22nd day of January, 2013.



 NOTARY PUBLIC



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, *Cheryl Ann Nutley* a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert Ferrino, personally known to me to be the Manager of Bronzeville Artist Lofts 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 *22nd* day of January, 2013.

Cheryl Ann Nutley
NOTARY PUBLIC



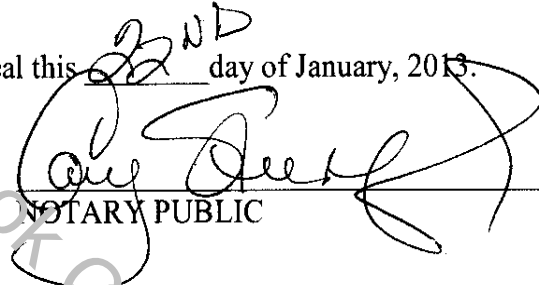
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, CARY STEINBUCK, 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, an Illinois municipal corporation and home rule unit of government, 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 22ND day of January, 2013.



NOTARY PUBLIC

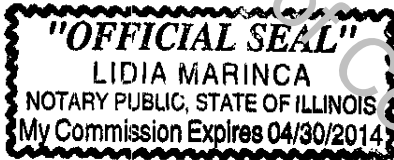


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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Harriet Denisewicz, personally known to me to be the Trust Officer of Chicago Title Land Trust 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/she signed and delivered the foregoing instrument pursuant to authority given by said company as his/her free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 22nd day of January, 2013.



Lidia Marinca

NOTARY PUBLIC

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EXHIBIT A

(NEW EXHIBIT A TO REDEVELOPMENT AGREEMENT)

NSP PROPERTY INFORMATION

LEGAL DESCRIPTION:

LOTS 7 AND 8 IN BLOCK 2 IN SNOW AND DICKINSON'S SUBDIVISION OF LOTS 1 TO 4 IN WHITCOMB AND WARNER'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ADDRESS COMMONLY KNOWN AS: 436-42 East 47th Street, Chicago, IL 60653

PERMANENT INDEX NO.: 20-03-422-020-0000

Existing Improvements on the Land: MIXED USE BUILDING WITH 16 RESIDENTIAL UNITS AND 3 COMMERCIAL UNITS

NSP Acquisition Price: \$321,700

NSP Acquisition Loan Amount for acquisition and holding costs: \$388,085

NSP Redevelopment Cost: \$5,784,139

NSP Loan Amount: \$6,172,224

Permitted Developer's Fee: \$568,288

NSP Total Development Cost: \$6,172,224

Developer Equity for NSP Loan: \$80,000

Senior Construction Loan: \$5,784,139

Senior Permanent Loan: \$400,000

Senior Lender: Community Investment Corporation ("CIC")

Senior Loan Documents: collectively (i) that certain Construction Loan Agreement made by the Assignee in favor of CIC as of the date hereof, (ii) that certain Construction Loan Mortgage and Security Agreement with Collateral Assignment of Leases and Rents made by the Assignee in favor of CIC as of the date hereof, (iii) that certain Three Year

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Adjustable Rate Construction Loan Note made by the Assignee in favor of CIC as of the date hereof, (iv) that certain Security Agreement and Assignment of Interest in Land Trust made by the Assignee in favor of CIC as of the date hereof; and (v) those certain documents which will evidence the Senior Permanent Loan upon completion of the Project.

Junior Loan: None.

Junior Lender: None.

Junior Loan Documents: None.

City of Chicago Department of Environment Grant (the "DOE Grant"): \$80,000

Non-NSP Funded Commercial Redevelopment Cost: \$1,135,0004

Developer Equity for Tax Increment Financing ("TIF") Bridge Loan: \$735,000

NSP Bridge Loan Repayment (from TIF proceeds): \$ 350,807

Repayment Terms: (1) Concurrently with the making of the Senior Permanent Loan, in the amount of \$400,000, or such lesser amount as reflects the actual amount of the Senior Permanent Loan, the outstanding principal balance of the Note shall be reduced by the Developer Equity in the amount of \$80,000 and the DOE Grant in the amount of \$80,000. The remaining principal balance in the amount of \$ 6,012,224 shall be forgiven on a pro rata basis, annually, over a period of 15 years from the date hereof (the "Maturity Date"), subject to compliance by the Developer with all the terms and conditions of the Amended Regulatory Agreement; provided, however, that the term Maturity Date shall also mean such earlier date as of which the principal of the NSP Loan may become due and payable because of acceleration or prepayment, as provided in any of the Loan Documents.

(2) Notwithstanding the foregoing, the parties hereto expressly acknowledge that the Developer has applied for and anticipates receiving TIF financing from the City (the "TIF Loan"), pursuant to a TIF Redevelopment Agreement (the "TIF RDA"), such TIF Loan to be made available to the Developer to finance the rehabilitation of the Property's commercial space. If, and to the extent that proceeds of the TIF loan are funded to the Developer, the Repayment Terms in Section 1 above shall be deemed null and void and the Repayment Terms set forth in this Section 2 shall apply as follows: Concurrently with the making of the Senior Permanent Loan, in the amount of \$400,000, or such lesser amount as reflects the actual amount of the Senior Permanent Loan, the outstanding principal balance of the Note shall be reduced by the Developer Equity in the amount of \$80,000 and the DOE Grant in the amount of \$80,000. Subject to the rights and claims of RF Investments LLC, the remaining principal balance in the amount of \$ 6,012,224 shall be reduced by the NSP Bridge Loan Repayment in the amount of \$350,807, payable by Developer to the City in installments from TIF proceeds (if not sooner paid) as follows:

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(i) \$79,355 upon issuance by the City of the Certificate of Completion as defined in the TIF RDA and (ii) \$271,452 one year after the issuance of such Certificate of Completion. The remaining principal balance in the amount of \$5,661,417 shall be forgiven on a pro rata basis, annually, over a period of 15 years from the date hereof (the "Maturity Date"), subject to compliance by the Developer with all the terms and conditions of the Amended Regulatory Agreement; provided, however, that the term Maturity Date shall also mean such earlier date as of which the principal of the NSP Loan may become due and payable because of acceleration or prepayment as provided in any of the Loan Documents.

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EXHIBIT B

(NEW EXHIBIT C TO AMENDED REDEVELOPMENT AGREEMENT)

APPROVED BUDGET

[SEE ATTACHMENTS]

(final term sheet and final Owner's sworn)

Property of Cook County Clerk's Office



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MPS-NSP Term Sheet Multi-Family

Approval by Developer,
BAL Development LLC

[Signature]
M. H. Meyer

Approval by City of Chicago,
Dept. of Housing & Economic Development

[Signature]

438 E. 47th St
16u Residential + 3 Commercial
BAL Development LLC
Land Trust: Yes

Work to be performed (Rehab or new Construction)

- 1 321,700.00 Conf.
- 2 66,385.00 Conf.
- 3 388,085.00 Conf.
- 4 5,784,139.90 Conf.
- 5 588,288.00 Conf.
- 6 6,172,224.00 Conf.
- 7 1,155,000.00 Conf.
- 8 7,207,224.00 Conf.
- 9 400,000.00 Conf.

"NSP Acquisition Price"
Plus: holding costs
= "NSP Acquisition Loan Amount" (NSP Acquisition Price plus holding costs)
"NSP Redevelopment Cost" (NSP portion of redevelopment costs, developer equity, DOE Grant and CIC loan)
CIC
18
Rehab Loan Term (Months)
Amortization Period (Years)
Rehab Loan Interest Rate (Prime + 300 bp)
5.250%
"Permitted Developer Fee", Payment as follows: 25% Less Performance Deposit at CIC Loan Closing, 25% at Substantial Completion, 50% plus Performance Deposit upon CIC Payoff/Loan Completion
NSP Loan Amount/NSP Total Development Cost (NSP Acquisition Loan Amount and NSP Redevelopment Cost)
Commercial Redevelopment Costs (NOT NSP FUNDED)
"Total Development Cost" (Sum of "NSP Acquisition Loan Amount" and "NSP Redevelopment Cost") and commercial redevelopment costs
Less: Lender permanent loan amount
CIC
20
Permanent Loan Term (Years)
25
Amortization Period (Years)
5.500%
Permanent Loan Interest Rate (3 Yr. ARM)
Developer Equity for TF Bridge Loan
Less: Developer Equity
Less: DOE Grant
6,012,224.00
= Amount to remain outstanding and forgiven over term if TF is not paid out
= amount to remaining outstanding and forgiven over term if TF is funded
Amount to remaining outstanding and forgiven over term if TF is funded
Income Qualified AND Rent Restricted at 60% AMI AND otherwise restricted per Regulatory Agreement
Income Qualified at 120% AMI AND otherwise restricted per Regulatory Agreement

Item per Unit	Column A Unit #	Column B Unit Area, SF	Column C Units	Column D \$0K/AMI	Column E \$0K/AMI	Column F D, L, E, L, R, E, P, S	Column G Utilities	Column H Landlord Chg	Column I Tenant Pk
Perfor. Exp.	12m	3m							
Real Estate Tax	24,500	2,042	6,125						
Insurance	7,200	600	1,600						
Utilities	NA	1,800	3,000						
Equip. Maint	NA	1,800	3,000						
Total			13,925						

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Project Name:
Draw Number:

Owner's Sworn Statement
Bronzeville Artis Lofts
 432-436 E 47th St, Chicago IL
 0. Closing Draw

Closing Escrow #: 201270385-001 Chicago Title & Trust
 Construction Escrow #: 201270385-002 Chicago Title & Trust

The affiant, *Robert Ferrino*, being duly sworn on oath deposes and says that he is the *Manager* of the Bronzeville Artist Lofts L.L.C located in Orland Park, Illinois and:

- 1.) That the affiant is thoroughly familiar with all the facts and circumstances concerning this development.
- 2.) That all during the term of the construction period as agreed by IHDA, the only work done or materials furnished in connection with the development are listed below:
- 3.) That the only contracts let for the furnishing of future work or materials relative to the completed struction period as agreed by IHDA, the only work done or materials improvements are listed below, and
- 4.) That this statement is a true and complete statement of all such contracts, previous payments and balances due, if any.

VENDOR	NAME/ADDRESS	COST CATEGORY	ORIGINAL TOTAL	ADJUSTMENTS	ADJ TOTAL	PREV PAID	NET AMT DUE	BAL TO BECOME DUE
INSIDE ESCROW								
1		Acquisition	0.00				0.00	0.00
2a	Madison Construction Company and Revere Properties Construction, LLC Joint Venture 15426 S 70th Ct Orland Park, IL 60462	Residential Construction - Incl OH, Req, Profit	3,694,892.00				0.00	3,694,892.00
2b	Madison Construction Company and Revere Properties Construction, LLC Joint Venture 15426 S 70th Court Orland Park, IL 60462	Residential Construction Contingency	364,489.00				0.00	364,489.00
3a	Madison Construction Company and Revere Properties Construction, LLC Joint Venture 15426 S 70th Court Orland Park, IL 60462	Commercial Construction - Incl OH, Req, Profit	704,919.00				0.00	704,919.00
3b	Madison Construction Company and Revere Properties Construction, LLC Joint Venture 15426 S 70th Court Orland Park, IL 60462	Commercial Construction Contingency	70,492.00				0.00	70,492.00
Construction - Soft								
4	Wrap Architecture, Inc. 2511 W Hoffer #104 Chicago, IL 60647	Architect - Design	242,879.74				242,879.74	16,860.00
5	Wrap Architecture, Inc. 2511 W Hoffer #104 Chicago, IL 60647	Architect - Constr. Admin.	0.00				0.00	0.00
6		Architect Reimbursables	0.00				0.00	0.00
7	Three Corners Development, Inc. 15426 S 70th Ct Orland Park, IL 60462	Community Charrette Consultant	5,000.00				15,000.00	5,000.00
8	Three Corners Development, Inc. 15426 S 70th Ct Orland Park, IL 60462	TIF Consultant	37,785.00				37,785.00	0.00
9	To Be Let	Permit/Expediting	3,000.00				0.00	3,000.00
10	Northern Insurance 350 Houbolt Road, Suite 200 Joliet, IL 60431	Builder's Risk & General Liability Insurance	28,846.00				28,846.00	0.00
11	N/A	Lease-up/Marketing	0.00				0.00	0.00
12	To Be Let	Security	36,000.00				0.00	36,000.00
13	VARIOUS	Pre-Dev Interest	86,650.00				0.00	86,650.00
Pre-Dev Due Diligence								
14	Revere Properties, Inc. 7420 S Woodlawn Chicago, IL 60619	Survey	1,550.00				1,550.00	1,550.00
15	N/A	Physical Needs Assessment	0.00				0.00	0.00
16	CIC 222 S Riverside Plaza, Ste 2200 Chicago, IL 60606-6109	Appraisal	1,500.00				1,500.00	0.00
17	N/A	Market Study	0.00				0.00	0.00
18	VARIOUS	Environmental (Asbestos/LBP Testing & Abatement)	11,349.26				0.00	11,349.26
19	N/A		0.00				0.00	0.00
Lending Costs								
20	CIC 222 S Riverside Plaza, Ste 2200 Chicago, IL 60606-6109	Loan Commitment Fee	15,000.00				15,000.00	0.00
21	N/A	Construction Fee	0.00				0.00	0.00
22	CIC 222 S Riverside Plaza, Ste 2200 Chicago, IL 60606-6109	Construction Inspection Fee	33,099.00				33,099.00	0.00
23	N/A	Insurance Review	0.00				0.00	0.00
24	VARIOUS	Wire, UCC, Misc	350.00				9.00	341.00
Application Fees								
25	CIC 222 S Riverside Plaza, Ste 2200 Chicago, IL 60606-6109	CIC Application Fees	300.00				300.00	0.00
Legal & Acct								
26	N/A		0.00				0.00	0.00
27	Chicago Title 10 S LaSalle, Ste 2850 Chicago, IL	Title, Transfer, Recording - Closing & Constr.	7,500.00				0.00	7,500.00
28	Chicago Title 10 S LaSalle, Ste 2850 Chicago, IL	Land Trust & Construction Escrow	3,500.00				0.00	3,500.00
29	N/A		0.00				0.00	0.00

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Ln	VENDOR NAME/ADDRESS (DO NOT PAY or draw if Not Registered)	COST CATEGORY	ORIGINAL TOTAL	ADJUSTMENTS	ADJ TOTAL	PREV PAID	NET AMT DUE	BAL TO BECOME DUE
30	Gonsky, Beum & Whitaker, Ltd 112 S Sangamon 4th Floor Chicago, IL 60607	Legal Fees - NSP, Zoning, RDA	40,000.00				29,712.00	10,288.00
31	N/A						0.00	0.00
32	CIC 222 S Riverside Plaza, Ste 2200 Chicago, IL 60606-6109	CIC Interest Reserve	35,417.00				35,417.00	0.00
33	CIC 222 S Riverside Plaza, Ste 2200 Chicago, IL 60606-6109	Tax & Insurance Escrow	64,547.33				64,547.33	0.00
34	CIC 222 S Riverside Plaza, Ste 2200 Chicago, IL 60606-6109	Operating Reserves	45,639.00				45,639.00	0.00
35	To Be Let	Structural, Winter Conditions, Parking	622,340.00				0.00	622,340.00
36	BAL Development, LLC 15426 S 70th Ct Orland Park, IL 60462	Developer Fee	426,215.65				122,432.59	426,215.65
37	Mercy Portfolio Services 120 S LaSalle, Ste 1850 Chicago, IL 60603	Developer Performance Deposit	19,639.29				0.00	19,639.29
TOTALS INSIDE ESCROW:			6,919,138.87				674,113.66	6,245,025.21
OUTSIDE ESCROW:								
		Developer Fee	0.00				0.00	0.00
		Operating Reserves	0.00				0.00	0.00
TOTALS OUTSIDE ESCROW:			0.00				0.00	0.00
GRAND TOTAL AT OVERALL PROJECT:			6,919,138.87	0.00	0.00	0.00		6,245,025.21
GRAND TOTAL AT THIS DRAW ONLY:							674,113.66	6,245,025.21

SIGNED THIS 24 DAY OF January, 2013. SIGNED _____

Robert Ferrino, Manager
Name and Title of Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24 DAY OF January, 2013

NOTARY PUBLIC



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EXHIBIT C

(NEW EXHIBIT D TO AMENDED REDEVELOPMENT AGREEMENT)

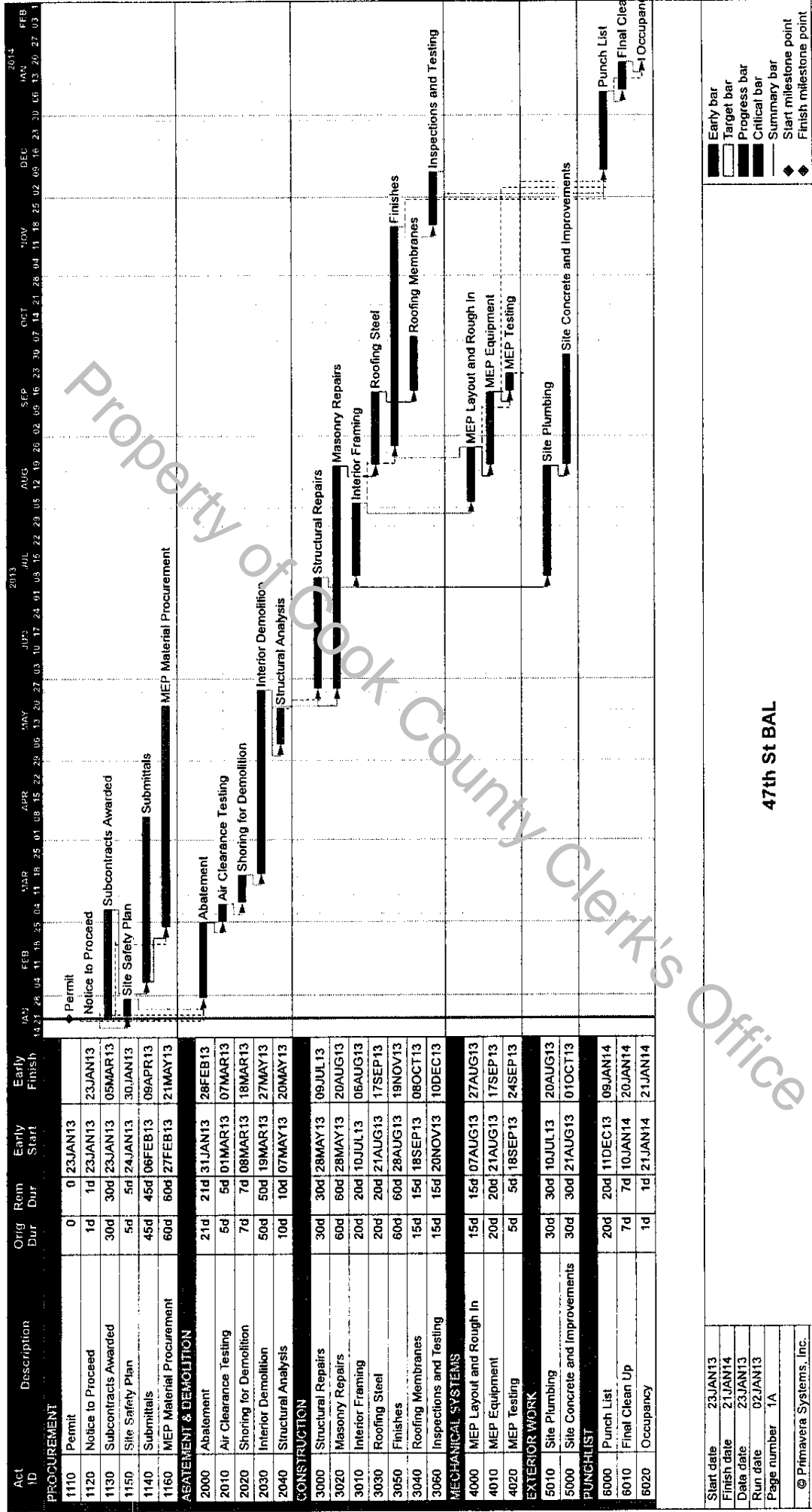
CONSTRUCTION SCHEDULE

[SEE ATTACHMENT]

Property of Cook County Clerk's Office

A large, thick, black scribble consisting of several vertical and diagonal strokes, completely obscuring the text of the construction schedule. The scribble is centered on the page and overlaps the diagonal watermark text.

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47th St BAL

Start date	23JAN13
Finish date	21JAN14
Data date	23JAN13
Run date	02JAN13
Page number	1A

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EXHIBIT D

(NEW EXHIBIT E TO REDEVELOPMENT AGREEMENT)

COMMERCIAL SPACE PROHIBITED USES

- Adult oriented businesses
- Strip clubs
- Astrology, card-reading, palm-reading or fortune telling businesses
- Currency exchanges
- Houses of worship
- Inter-track wagering facilities
- Pawn shops
- Pay day loan stores/predatory lenders
- Tattoo parlors
- Bingo parlors
- Game rooms or arcades
- Night clubs or discotheques
- Flea markets
- Junkyard or recycling center
- Automobile, truck, motorcycle, trailer or recreational vehicle sale, display, or repair
- Mortuaries or funeral homes
- Second hand stores or thrift shops
- Liquidators
- Beauty shops, beauty supply stores, barber shops, nail salons
- Taverns
- Package liquor stores
- Gasoline service station
- Discounters occupying less than 25,000 square feet
-

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EXHIBIT E

(NEW EXHIBIT B TO AMENDED REGULATORY AGREEMENT)

I. ADDITIONAL DEFINITIONS

"Davis-Bacon Act" shall mean 40 U.S.C. 276a et seq., as the same may be restated, modified or amended from time to time.

"Housing Act Section 3" shall mean Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. Section 1701u.

"HUD Restrictions Termination Date" shall mean the fifteenth anniversary of the Completion Date.

"Illinois Prevailing Wage Act" shall mean 820 ILCS 130 et seq., as the same may be restated, modified or amended from time to time.

"Low-Income Project" shall mean the 8 units in the Project financed with NSP Funds and required to be occupied by Very Low-Income Families.

"NSP Funds" shall mean a loan from Mercy to the Borrower in the principal amount of \$6,172,224 for financing a portion of the costs of the acquisition and rehabilitation of the Project.

"Project" shall mean the one building located at 436-42 E. 47th Street, Chicago, Illinois, and which shall contain, as of the completion of the acquisition and rehabilitation thereof, 16 multi-family residential dwelling units plus 3 commercial units.

"Section 3 Regulations" shall mean 24 C.F.R. Part 135, and such additional regulations, orders, rulings, interpretations and directives in connection with Housing Act Section 3 as may be promulgated or issued by HUD from time to time.

"Senior Lender" shall mean: Community Investment Corporation ("CIC").

"Senior Loan" shall mean: Collectively, that certain senior construction loan and senior permanent loan from CIC to the Participating Entity.

"Senior Mortgage" shall mean: That certain Construction Loan Mortgage and Security Agreement with Collateral Assignment of Leases and Rents made by Participating Entity in favor of CIC as of the date hereof.

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II. ADDITIONAL REPRESENTATIONS AND COVENANTS OF BORROWER.

1. 100 percent of the units in the Low-Income Project shall be occupied by Very-Low Income Families. 100 percent of the units in the Project shall be occupied by Eligible-Income Families.

2. (a) The Project shall consist of the following unit configuration:

<u>Number of Bedrooms</u>	<u>Number of Units</u>	<u>Initial Rents</u>
Studio	4	\$589-\$655
1/Bedroom	10	\$621-\$750
2/Bedrooms	2	\$748-\$850

(b) The Low-Income Project shall consist initially of the following unit configuration for Very Low-income Families:

<u>Number of Bedrooms</u>	<u>Number of Units</u>	<u>Initial Rents</u>
Studio	2	\$589
1/Bedroom	5	\$621
2/Bedrooms	1	\$748

(c) The Project shall consist of the following square footage:

<u>Unit Size</u>	<u>Square Footage Range</u>	<u>Average Square Footage</u>
Studio	600-630	612
1Bdrm Unit	780-980	921
2Bdrm Unit	1098-1128	1113

(d) The Low-Income Project shall consist of the following square footage

<u>Unit Size</u>	<u>Square Footage Range</u>	<u>Average Square Footage</u>
Studio	600-630	612
1Bdrm Unit	780-980	921
2Bdrm Unit	1098-1128	1113

3. Wage Rates. The Project shall comply with the Illinois Prevailing Wage Act and the Davis-Bacon Act, as applicable. Mercy shall provide the applicable wage determination to the Borrower prior to commencement of the Required Work.

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4. The Project shall be acquired and rehabilitated in accordance with the Construction Schedule, and an Approved Budget, as required in the Redevelopment Agreement, and any change orders to be hereafter approved by Mercy and the City.

5. For purposes of Section 12, the Borrower's address shall be:

Bronzeville Artist Lofts LLC
15657 S. 70th Court
Orland Park, IL 60462
Attention: Robert Ferrino

6. (a) The work to be performed in connection with the Project is subject to the requirements of Housing Act Section 3. The purpose of Housing Act Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Housing Act Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income individuals, particularly individuals who are recipients of HUD assistance for housing.

(b) The Borrower hereby agrees to comply with the Section 3 Regulations in connection with the Project. As evidenced by its execution of this Regulatory Agreement, the Borrower hereby certifies that it is under no contractual or other impediment that would prevent the Borrower from complying with the Section 3 Regulations in connection with the Project.

(c) The Borrower hereby agrees to (1) send to each labor organization or representative of workers with which the Borrower has a collective bargaining agreement or other understanding, if any, and which concerns workers whose positions are subject to compliance with the Section 3 Regulations in connection with the Project, a notice advising the labor organization or workers' representative of the Borrower's commitments under this Section, and (2) post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Housing Act Section 3 preference and shall set forth: (i) the minimum number of jobs and job titles subject to hire, the availability of apprenticeship and training positions, and the qualifications for each; (ii) the name and location of the Person(s) taking applications for each of the positions; and (iii) the anticipated date the work shall begin.

(d) The Borrower hereby agrees to (1) include the language contained in this Section in every contract entered into by the Borrower in connection with the Project and subject to compliance with the Section 3 Regulations, including the Construction Contract, and (2) take appropriate action, as provided in an applicable provision of such contract or in this Section, upon a finding that any Person with whom the Borrower

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contracts, including the General Contractor, is in violation of the Section 3 Regulations. The Borrower covenants and agrees that the Borrower shall not contract with any Person in connection with the Project where the Borrower has notice or knowledge that such Person has been found in violation of the Section 3 Regulations.

(e) The Borrower agrees to cause the General Contractor to (1) include the language contained in this Section in every subcontract subject to compliance with the Section 3 Regulations, and (2) take appropriate action, as provided in an applicable provision of such Subcontract or in this Section, upon a finding that any subcontractor with whom the General Contractor contracts is in violation of the Section 3 Regulations. The Borrower shall cause the General Contractor to agree that the General Contractor shall not subcontract with any Person where the General Contractor has notice or knowledge that such Person has been found in violation of the Section 3 Regulations.

(f) The Borrower hereby certifies that any vacant employment positions in connection with the Project, including training positions, that were filled prior to the Closing Date and with Persons other than those to whom the Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Borrower's obligations under the Section 3 Regulations.

(g) Noncompliance with the Section 3 Regulations may result in sanctions, including, but not limited to, the declaration by Mercy and/or the City of an event of default under the Documents and the exercise by Mercy and/or the City of its remedies thereunder, as well as debarment or suspension from future HUD-assisted contracts.

(h) The Borrower acknowledges receipt from Mercy of a copy of the City of Chicago Section 3 Compliance Plan booklet (the "Booklet"). The Borrower agrees to complete or cause to be completed, as applicable, those forms contained in the Booklet as requested by Mercy or the City and to submit such forms Mercy or to the City promptly upon Mercy or the City's request. The Borrower hereby represents and warrants to Mercy and the City that all such forms heretofore submitted by or on behalf of the Borrower are true and correct. The Borrower hereby covenants to Mercy and the City that all such forms hereafter submitted by the Borrower shall be true and correct, and that work on the Project shall be carried out in accordance with the existing employee list (with respect to number of employees and job classifications only), hiring plan, training plan, contracting plan and compliance effort narrative, as applicable, as submitted by the Borrower to Mercy and the City, unless otherwise agreed to in writing by Mercy and/or the City.

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EXHIBIT F

(NEW EXHIBIT C TO AMENDED REGULATORY AGREEMENT)

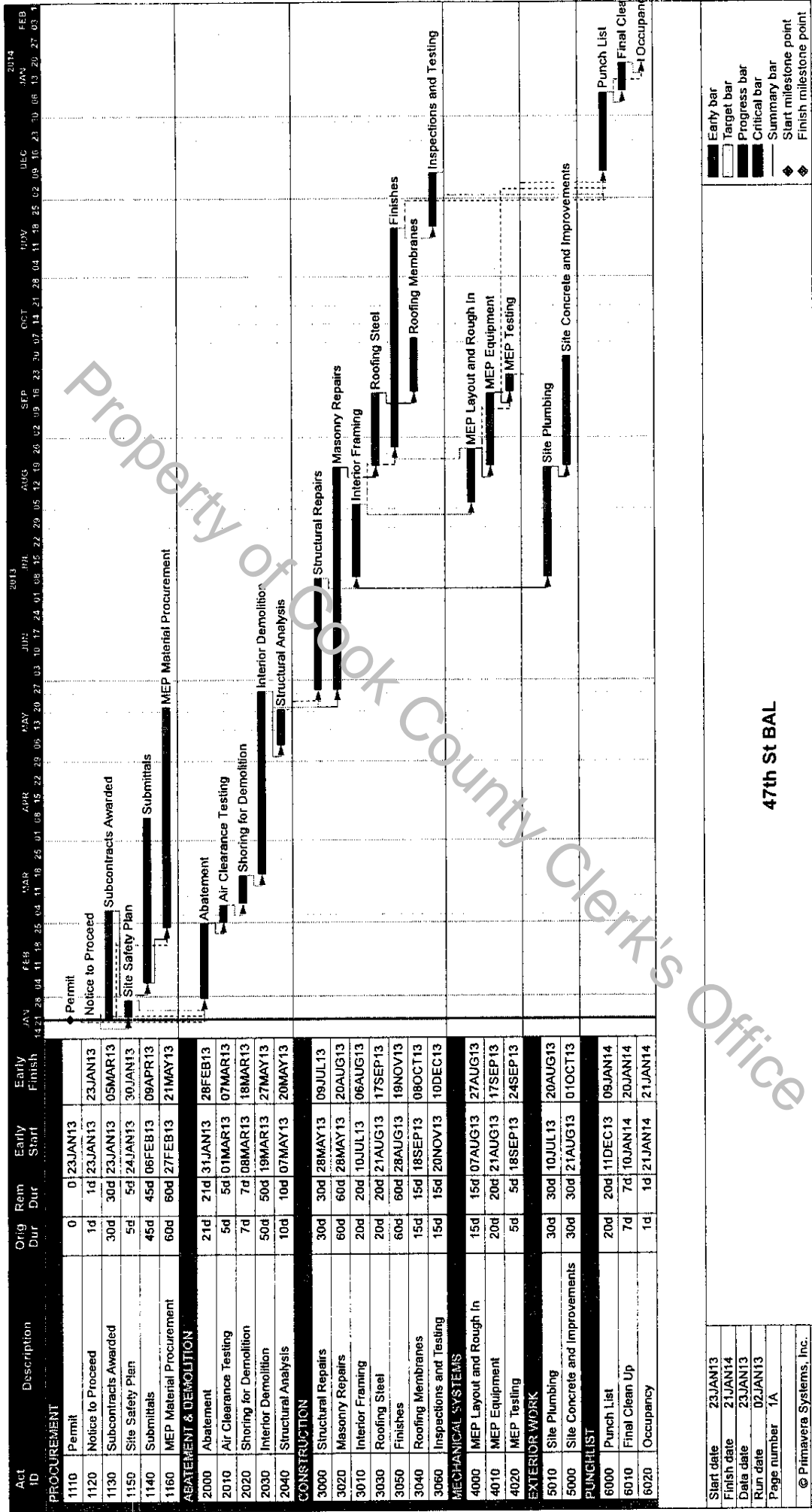
USE OF NSP FUNDS

[SEE ATTACHMENTS]

Acquisition and rehabilitation of the Property in accordance with final plans and specifications to be approved by Mercy and the City as the Required Work under the Amended Redevelopment Agreement, the Construction Schedule, and the Approved Budget.

Property of Cook County Clerk's Office

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47th St BAL

Start date 23JAN13
 Finish date 21JAN14
 Date date 23JAN13
 Run date 02JAN13
 Page number 1A

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Project Name: **Bronzeville Artist Lofts** Closing Escrow #: **CP 20127385**
 Draw Number: **O. Closing Draw** Construction Escrow #: **Chicago Title & Trust**

The affiant, **Robert Ferrino**, being duly sworn on oath deposes and says that he is the **Manager** of the **Bronzeville Artist Lofts LLC** located in **Orland Park, Illinois** and:

- 1.) That the affiant is thoroughly familiar with all the facts and circumstances concerning this development.
- 2.) That all during the term of the construction period as agreed by IHDA, the only work done or materials furnished in connection with the development are listed below:
- 3.) That the only contracts let for the furnishing of future work or materials relative to the completed struction period as agreed by IHDA, the only work done or materials improvements are listed below, and
- 4.) That this statement is a true and complete statement of all such contracts, previous payments and balances due, if any.

Ln	VENDOR NAME/ADDRESS (DO NOT PAY off this Use Payee Register)	COST CATEGORY	ORIGINAL TOTAL	ADJUSTMENTS	ADJ TOTAL	PREV PAID	NET AMT DUE	BAL TO BECOME DUE
----	---	---------------	-------------------	-------------	-----------	--------------	-------------	-------------------

****NOTE to Title Company: DO NOT PAY off this OSS. Payments to vendors should be made off of the accompanying Payee Register.****

INSIDE ESCROW								
1	Acquisition						0.00	0.00
2a	Bronzeville Artist Lofts Joint Venture 15426 S 70th Court Orland Park, IL 60462	Residential Construction - incl OH, Reqt, Profit					0.00	3,694,892.00
2b	Bronzeville Artist Lofts Joint Venture 15426 S 78th Court Orland Park, IL 60462	Residential Construction Contingency					0.00	364,489.00
3a	Bronzeville Artist Lofts Joint Venture 15426 S 70th Court Orland Park, IL 60462	Commercial Construction - incl OH, Reqt, Profit					0.00	704,819.00
3b	Bronzeville Artist Lofts Joint Venture 15426 S 70th Court Orland Park, IL 60462	Commercial Construction Contingency					0.00	70,492.00
4	Wrap architecture, Inc. 2511 W Moffat #104 Chicago, IL 60647	Architect - Design					241,140.00	16,860.00
5	Wrap architecture, Inc. 2511 W Moffat #104 Chicago, IL 60647	Architect - Constr. Admin.					0.00	0.00
6	Wrap architecture, Inc. 2511 W Moffat #104 Chicago, IL 60647	Architect Reimbursables					1,739.74	1,260.26
7	MBND Strategic Consultants 6757 S Jeffrey, Ste A Chicago, IL 60649	Community Charrette Consultant					15,000.00	5,000.00
8	UrbanPonics 500 W Cermak, Ste 400 Chicago, IL 60605	TIF Consultant					37,785.00	0.00
9	To Be Let	Permit/Expediting					0.00	3,000.00
10	Northern Insurance 350 Houbolt Road, Suite 200 Joliet, IL 60431	Builder's Risk & General Liability Insurance					28,846.00	0.00
11	N/A	Lease-up/Marketing					0.00	0.00
12	To Be Let	Security					0.00	35,000.00
13	VARIOUS	Pre-Dev Interest					0.00	86,650.00
14	Professionals Assoc Survey, Inc. 7100 N Tripp Ave Chicago, IL 60712	Survey					1,950.00	1,550.00
15	N/A	Physical Needs Assessment					0.00	0.00
16	CIC 222 S Riverside Plaza, Ste 2200 Chicago, IL 60606-6109	Appraisal					1,500.00	0.00
17	N/A	Market Study					0.00	0.00
18	VARIOUS	Environmental (Asbestos/LBP Testing & Abatement)					0.00	170,089.00
19	N/A	Landmarking					0.00	0.00
20	CIC 222 S Riverside Plaza, Ste 2200 Chicago, IL 60606-6109	Loan Commitment Fee					15,000.00	0.00
21	N/A	Construction Fee					0.00	0.00
22	CIC 222 S Riverside Plaza, Ste 2200 Chicago, IL 60606-6109	Construction Inspection Fee					33,099.00	0.00
23	N/A	Insurance Review					0.00	0.00
24	VARIOUS	Wire, UCC, Misc					9.00	341.00
25	CIC 222 S Riverside Plaza, Ste 2200 Chicago, IL 60606-6109	CIC Application Fees					300.00	0.00
26	N/A	Landmarking					0.00	0.00
27	Chicago Title	Title, Transfer, Recording - Closing & Constr.					0.00	7,500.00
28	Chicago Title	Land Trust & Construction Escrow					0.00	3,500.00
29	N/A	Landmarking					0.00	0.00
30	VARIOUS	Legal Fees - NSP, Zoning, RDA					29,712.00	10,288.00
31	N/A	Landmarking					0.00	0.00
32	CIC 222 S Riverside Plaza, Ste 2200 Chicago, IL 60606-6109	CIC Interest Reserve					35,417.00	0.00

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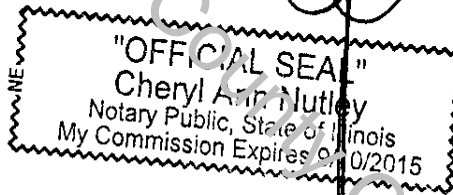
Ln	VENDOR NAME/ADDRESS (DO NOT PAY off this; Use Payee Register)	COST CATEGORY	ORIGINAL TOTAL	AMOUNT PAID	NET AMT DUE	BAL TO BECOME DUE
33	CIC 222 S Riverside Plaza, Ste 2200 Chicago, IL 60606-6109	Tax & Insurance Escrow			64,547.33	0.00
34	CIC 222 S Riverside Plaza, Ste 2200 Chicago, IL 60606-6109	Operating Reserves			45,636.00	0.00
35	To Be Let	Structural, Winter Conditions, Parking			0.00	622,340.00
36	BAL Development, LLC 13426 S 79th Ct Orland Park, IL	Developer Fee			122,432.59	426,215.65
37	Mercy Portfolio Services 120 S LaSalle, Ste 1850 Chicago, IL 60603	Developer Performance Deposit			0.00	19,639.29
TOTALS INSIDE ESCROW:			6,919,138.87		674,113.66	6,245,025.21
OUTSIDE ESCROW						
	Developer Fee				0.00	0.00
	Operating Reserves				0.00	0.00
TOTALS OUTSIDE ESCROW:			0.00		0.00	0.00
GRAND TOTALS for OVERALL PROJECT:			6,919,138.87	0.00	0.00	6,245,025.21
GRAND TOTALS for THIS DRAW ONLY:					674,113.66	6,245,025.21

SIGNED THIS _____ DAY OF _____, 2013 SIGNED: _____

Robert Ferrino, President
Name and Title of Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20th DAY OF Jan, 2013

NOTARY PUBLIC



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EXHIBIT G

(NEW EXHIBIT B TO MORTGAGE)

1. Address of Mortgagor:

Bronzeville Artist Lofts LLC
 15657 S. 70th Court
 Orland Park, IL 60462
 Attention: Robert Ferrino

2. Interest Rate on Note: Zero percent per annum

3. [Intentionally Omitted]

4. Principal Amount of Note: \$6,172,224

5. Repayment Terms and Maturity Date of the Loan:

(1) Concurrently with the making of the Senior Permanent Loan, in the amount of \$400,000, or such lesser amount as reflects the actual amount of the Senior Permanent Loan, the outstanding principal balance of the Note shall be reduced by the amount of \$160,000. The remaining principal balance in the amount of \$ 6,012,224 shall be forgiven on a pro rata basis, annually, over a period of 15 years from the date hereof (the "Maturity Date"), subject to compliance by the Mortgagor with all the terms and conditions of the Amended Regulatory Agreement; provided, however, that the term Maturity Date shall also mean such earlier date as of which the principal of the NSP Loan may become due and payable because of acceleration or prepayment as provided in any of the Loan Documents.

(2) Notwithstanding the foregoing, Mortgagor expressly acknowledges that it has applied for and anticipates receiving TIF financing from the City of Chicago (the "TIF Loan"), pursuant to a TIF Redevelopment Agreement (the "TIF RDA"). If, and to the extent that proceeds of the TIF loan are funded to Mortgagor, the Repayment Terms in Section 1 above shall be deemed null and void and the Repayment Terms set forth in this Section 2 shall apply as follows: Concurrently with the making of the Senior Permanent Loan, in the amount of \$400,000, or such lesser amount as reflects the actual amount of the Senior Permanent Loan, the outstanding principal balance of the Note shall be reduced by the amount of \$160,000. Subject to the rights and claims of RF Investments LLC, the remaining principal balance in the amount of \$6,012,224 shall be reduced by the amount \$350,807 payable by Mortgagor to the City in installments from TIF proceeds (if not sooner paid) as follows: (i) \$79,355 upon issuance by the City of the Certificate of Completion as defined in the TIF RDA and (ii) \$271,452 one year after the issuance of such Certificate of Completion. The remaining principal balance in the amount of \$5,661,417 shall be forgiven on a pro rata basis, annually, over a period of 15 years from the date hereof (the "Maturity Date"), subject to compliance by the Mortgagor with all the terms and conditions of the Amended Regulatory Agreement; provided, however, that

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the term Maturity Date shall also mean such earlier date as of which the principal of the NSP Loan may become due and payable because of acceleration or prepayment as provided in any of the Loan Documents.

6. Non-Recourse Provisions:

(a) Notwithstanding Section 37 of the Mortgage, nothing herein or in any of the Loan Documents shall limit the rights of Mortgagee, following any of the events hereinafter described, to take any action as may be necessary or desirable to pursue Mortgagee arising from: (i) a material misrepresentation, fraud made in writing or misappropriation of funds by Mortgagor, Member, if any, and/or Owner, if any; (ii) intentional or material waste to the Premises; (iii) use of proceeds of the indebtedness evidenced by the Note for costs other than Eligible Costs; (iv) the occurrence of a Prohibited Transfer without Mortgagee's prior written consent, to the extent such Prohibited Transfer results from the intentional, willful, voluntary and/or negligent acts or omissions of Mortgagor, Member, if any, and/or Owner, if any; (v) any breach of Mortgagor's representations, warranties or covenants regarding hazardous materials or environmental laws contained in any of the Loan Documents; (vi) the occurrence of any uninsured casualty to the Premises or other collateral or security provided under any of the Loan Documents for which there has been a failure to maintain insurance coverage as required by the terms and provisions of the Loan Documents; (vii) the misappropriation or misapplication of insurance proceeds or condemnation awards relating to the Premises or other collateral or security provided under any of the Loan Documents; or (viii) any inaccuracy in the statements in the Affidavits.

(b) Notwithstanding Section 37 of the Mortgage, nothing herein or in any of the Loan Documents shall limit the right of Mortgagee to assert liability against Mortgagor, Member, if any, and/or Owner, if any, for the repayment of the Loan in the amount described in the Loan Agreement in the event of a breach by Mortgagor of the requirements set forth in Sections 2.4, 2.5, 2.6, or 2.10 of the Amended Regulatory Agreement as modified by Section 2.7 of the Amended Regulatory Agreement, but only to the extent that such breach results in a demand by HUD on Mortgagee or the City of Chicago for repayment of the Loan in whole or in part, and only to the extent that as a result of such demand, Mortgagee or the City of Chicago are legally obligated to make such payment to HUD. Such payment may be made either by a direct payment from Mortgagee or the City of Chicago to HUD or by a deduction by HUD from other monies allocated or to be allocated to Mortgagee or the City of Chicago by HUD. If Mortgagee so chooses, Mortgagee shall pursue a diligent contest of any such demand by HUD, but shall not be required to pursue the matter any further than reasonably prudent, as determined by Mortgagee. Mortgagor agrees to pay, as a recourse obligation of Mortgagor, all attorneys', experts' and consulting fees and disbursements and expenses incurred in connection with any such contest.

(c) Mortgagee waives any and all right to seek or demand any personal deficiency judgment against Mortgagor, in conjunction with a foreclosure proceeding, under or by reason of any of the non-recourse monetary obligations of Mortgagor; provided, however, that the foregoing shall not limit or affect Mortgagee's right to sue or otherwise seek recourse against Mortgagor, Member, if any, and/or Owner, if any, in any separate action or proceeding for all Losses incurred by Mortgagee arising from any of the matters described in the foregoing paragraphs of this Section 6.