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Doc#: 1309222008 Fee: \$62.00
RHSP Fee:\$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/02/2013 08:39 AM Pg: 1 of 13

89/18/182-3.07.01/11/11/10

Property Address: 3302-08 West Huron Street

PIN: 16-11-205-041-0000

Prepared by:

Eva L. Garrett, Esq.
Mercy Portfolio Services
120 South LaSalle Street, Ste 1850
Chicago, Illinois 60603

and After Recording Return to:

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

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT(this "Agreement") is made as of March 21st, 2013 by and between Mercy Portfolio Services, a Colorado non-profit corporation ("MPS"), MPS Community I, LLC, an Illinois limited liability company ("MPS LLC"), 3302 Huron LLC, an Illinois limited liability company (the "Developer"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government (the "City") (collectively, the "Parties"). All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Redevelopment Agreement (as hereinafter defined).

RECITALS

WHEREAS, The City has or will receive certain funds in the approximate amount of \$55,238,017, \$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 etseq. ("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

Box 334

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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 dated effective as of 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 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, MPS agreed to provide Program Funds in the form of a loan in the original principal amount of \$1,362,507 (the "Loan") to MPS LLC in connection with the acquisition, and rehabilitation of certain property as legally described on Exhibit A hereto and hereby made a part hereof (the "Property"); and

WHEREAS, the City, MPS and MPS LLC entered into that certain Redevelopment Agreement in connection with the redevelopment of the Property dated as of August 10, 2011, as amended (the "Redevelopment Agreement"); and

WHEREAS, the City, MPS and MPS LLC entered into that certain Regulatory Agreement dated as of August 10, 2011, as amended (the "Regulatory Agreement"), in connection with the operation of the Property; and

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WHEREAS, MPS LLC executed a certain promissory note (the "Note") in favor of MPS in the original principal amount of \$1,362,507 dated as of August 10, 2011, as amended; and

WHEREAS, the Note is secured by the following documents:

- A. A Mortgage, Security Agreement and Financing Statement dated as of August 10, 2011, as amended (the "Mortgage"), made by MPS LLC in favor of MPS in connection with the Property;
- B. An Assignment of Rents and Leases dated as of August 10, 2011, as amended (the "Assignment of Rents"), made by the MPS LLC in favor of MPS in connection with the Property; and

WHEREAS, MPS assigned the Note, along with the documents securing the Loan evidenced by the Note, to the City pursuant to that certain Assignment of Mortgage and Documents dated as of August 10, 2011, as amended (the "Assignment of Mortgage"); and

WHEREAS, the Note, the Redevelopment Agreement, the Regulatory Agreement, the Mortgage, the Assignment of Rents, and the Assignment of Mortgage shall be hereinafter referred to as the "Documents;" and

WHEREAS, MPS, MPS LLC, the City, the Developer and Chicago Title Land Trust Company, not personally but as Trustee (the "Trustee") under that certain Trust Agreement dated May 15, 2011 and known as Trust Number 8002357372 of which Developer is the sole beneficiary (collectively, the Trustee and the Developer are referred to as the "Trust"), entered into that certain Assignment, Assumption and Amendment of Documents dated as of August 11, 2011 (the "Assignment"), whereby MPS LLC assigned to the Trust and the Trust assumed all of MPS LLC's rights and obligations under the Documents, as amended; and

WHEREAS, the Regulatory Agreement was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on August 11, 2011 as Document No. 1122331001; the Redevelopment Agreement was recorded in the Recorder's Office on August 11, 2011 as Document No. 1122331002; the Mortgage was recorded in the Recorder's Office on August 11, 2011 as Document No. 1122331003; the Assignment of Rents was recorded in the Recorder's Office on August 11, 2011 as Document No. 1122331004; the Assignment of Mortgage was recorded in the Recorder's Office on August 11, 2011 as Document No. 1122331005; and the Assignment was recorded in the Recorder's Office on August 12, 2011 as Document No. 1122410046; and

WHEREAS, concurrently with the execution of the Assignment, MPS LLC conveyed to the Trust by special warranty deed all of MPS LLC's right, title and interest in the Property; and

WHEREAS, concurrently with such conveyance, the Trustee executed and delivered a trustee's deed in favor of the Developer (the "Trustee's Deed"), and the Developer executed and delivered to the City separate reconveyance deeds for the Property conveying such Property both to the City, and, in the alternative, to MPS LLC (each such deed the "Reconveyance Deed"); and

WHEREAS, upon acquiring title to the Property, the Trust completed the Required Work but has been unable to lease the units in the Property; and

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WHEREAS, as a result of such inability, the Parties have mutually agreed to terminate the Assignment; and

WHEREAS, the Trustee's Deed has been released and recorded and by written direction to the Trustee, the Trust has been closed; and

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

WHEREAS, the Developer holds legal title to the Property; and

WHEREAS, the Parties now desire to execute this Agreement to effectuate the termination of the Assignment.

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 Assignment, and all rights and obligations of the Parties thereunder, is hereby terminated in its entirety and shall be of no further force and effect, effective as of the date of this Agreement.

2. Concurrently with the execution and recording of this Agreement, MPS LLC shall cause the Reconveyance Deed to be recorded, thereby terminating the Developer's right, title and interest in the Property and vesting title in MPS LLC.

3. The Developer shall have no further rights or obligations under the Documents, and hereby specifically agrees that it shall not have the right to collect any remaining balance of the Permitted Developer Fee. All rights and obligations of the Developer under the Documents terminated hereby shall be deemed to revert to MPS LLC by operation of this Agreement, and MPS LLC expressly acknowledges and assumes such rights and obligations under the Documents.

4. This Agreement shall not be construed as a novation of existing indebtedness, and nothing contained herein shall be construed to impair the rights of the City as the holder of the Note. The Documents shall continue to remain in full force and effect without loss of priority.

5. Each party will execute and deliver any additional documents and instruments necessary or appropriate to effectuate this Agreement.

6. This Agreement applies to and binds the Parties hereto and their respective heirs, administrators, executors, successors and assigns.

7. This Agreement shall be governed and construed in accordance with the internal laws of the State of Illinois.

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

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

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

(SIGNATURE PAGE FOLLOWS)

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above stated.

Mercy Portfolio Services, a Colorado non-profit corporation

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

3302 Huron LLC, an Illinois limited liability company

By: Hispanic Housing Development Corporation, an Illinois not-for-profit corporation, its sole member-manager

By: _____
Name: Hipolito Roldan
Title: President

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

By: _____
Name: Andrew J. Mooney
Title: Commissioner

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Mercy Portfolio Services, a Colorado non-profit corporation

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

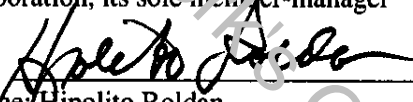
MPS Community I, LLC, an Illinois limited liability company

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

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

3362 Haron LLC, an Illinois limited liability company

By: Hispanic Housing Development Corporation, an Illinois not-for-profit corporation, its sole member-manager

By: 
Name: Hipolito Roldan
Title: President

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

By: _____
Name: Andrew J. Mooney
Title: Commissioner

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Mercy Portfolio Services, a Colorado non-profit corporation

By: _____
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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

3302 Huron LLC, an Illinois limited liability company

By: Hispanic Housing Development Corporation, an Illinois not-for-profit corporation, its sole member-manager

By: _____
Name: Hipolito Roldan
Title: President

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

By:  _____
Name: Andrew J. Moorley
Title: Commissioner

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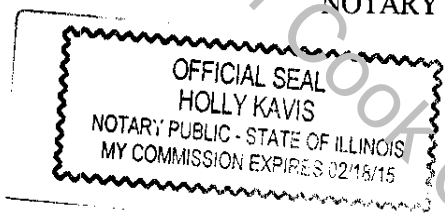
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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 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 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 14th day of March, 2013.

[Handwritten Signature]

NOTARY PUBLIC



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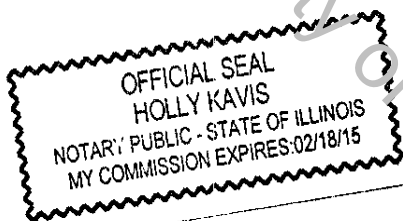
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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 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 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 14th day of March, 2013.



NOTARY PUBLIC



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STATE OF ILLINOIS)

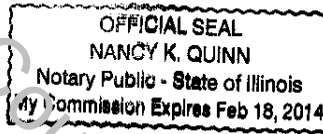
) SS.

COUNTY OF COOK)

I, NANCY K. QUINN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Hipolito Roldan, personally known to me to be the President of Hispanic Housing Development Corporation, an Illinois not-for-profit corporation, and the sole manager-member of 3302 Huron, 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 20th day of March, 2013.

Nancy K. Quinn
NOTARY PUBLIC



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STATE OF ILLINOIS)

) SS.

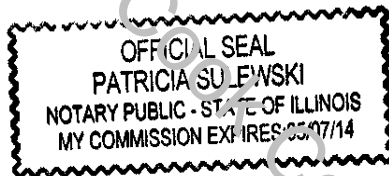
COUNTY OF COOK)

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, 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 March, 2013.

Patricia Sulewski

NOTARY PUBLIC



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EXHIBIT A

NSP PROPERTY INFORMATION

Legal Description of Land: LOTS 162 AND 163 IN THE SUBDIVISION OF THE NORTH ½ OF THE WEST 1/3 OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 3302-08 West Huron Street

PIN: 16-11-205-041-0000

Existing Improvements on the Land: 8-Unit Residential Building

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