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RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 11/19/2013 02:38 PM Pg: 1 of 38

This document was prepared by:

City of Evanston,
Mary Ellen Poole, Housing Planner

After recording, return to:

Mary Ellen Poole
Project Name: 1409 Darrow
City PID: 1123
Community and Economic Development Department
City of Evanston
2100 Ridge
Evanston, IL 60201

PIN:

10-13-420-025-0000

Property Address:

1409 Darrow, Evanston, Illinois 60202
Ave

REGULATORY AND LAND USE RESTRICTION AGREEMENT

THIS REGULATORY AND LAND USE RESTRICTION AGREEMENT (the "Regulatory Agreement") is made and entered into as of the 22nd day of October, 2013, by and between Community Partners for Affordable Housing (CPAH), an Illinois not-for-profit Corporation, having a principal place of business at 400 Central Park Avenue, #111 Highland Park, IL 60035 (the "Borrower"), and the CITY OF EVANSTON, Illinois, a municipal corporation in the State of Illinois (the "City"), having its principal office at 2100 Ridge, Evanston, Illinois 60201.

A: GF, INC.

RECITALS

WHEREAS, The Borrower is the fee simple owner of that certain real property legally described in Exhibit "A" attached hereto and by this reference made a part hereof and commonly known as 1409 Darrow, Evanston, County of Cook, Illinois 60202 (the "Real Estate").

WHEREAS, The Borrower obtained rehabilitation funds (the "HOME Funds") in the principal amount of \$143,700.00 (One Hundred and Forty-Three Thousand, Seven Hundred Dollars and no/100) from the Federal HOME program through the City for the acquisition and rehabilitation of one (1) residential unit at the Real Estate. As described in more detail in Paragraph 3 of this Agreement, the unit must be occupied by tenants with an initial household

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S 2
SC ✓
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income at or below 60% area median and have affordable rents for a period of 15 years from completion, commencing on the day the HOME unit is occupied by an income eligible tenant. All tenants must have an income at or below 80% area median income for the entire affordability period. Tenants will not be displaced should their incomes rise above 80% after initially occupying the unit, per Section 92.252.

WHEREAS, the HOME Acquisition and Rehab Funds is provided from the City, to the Borrower under the HOME Investment Partnership Program and the regulations issued thereunder Title 11, the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), 24 C.F.R. Part 92 ("the HOME Act") subject to the conditions and covenants set forth herein.

WHEREAS, the Borrower has executed and delivered to the City its promissory note ("Note") as evidence of its indebtedness to City in the principal amount of the Loan or so much thereof as may hereafter be advanced upon the Loan to Borrower by City, with interest thereon at the rates and payable at the times and in the manner as specified in the Note.

WHEREAS, as an inducement to City to make the Loan, Borrower has agreed to enter into this Regulatory Agreement in accordance with the terms, conditions, and covenants set forth below and consents to be regulated and restricted by City as herein provided and as provided for in the HOME Act and the Regulations and any additional rules, regulations, policies and procedures of City promulgated under the HOME Act, all as the same may be amended and supplemented from time to time, and as applicable.

WHEREAS, the Borrower under this Agreement, intends, declares, and covenants that the regulatory and restrictive covenants set forth herein governing the use and occupancy of the Real Estate shall be and are covenants running with the Real Estate for the term stated herein and binding upon all subsequent owners of the Real Estate for such term.

WHEREAS, the capitalized terms used herein and not otherwise defined shall have the meanings established in the Project Agreement, and, if not defined therein, then in the HOME Act, and if not defined therein, in the Regulations.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Borrower and the City agree as follows:

1. Incorporation. The foregoing recitals are made a part of this Regulatory Agreement as though fully set forth herein and with the same force and effect as if repeated at length.
2. Regulatory Compliance. Borrower agrees that at all times its acts regarding the Real Estate and the improvements now or hereinafter located thereon (together referred to as the "Project") shall be in conformance with the HOME Act and any additional rules, regulations, policies and procedures of the City promulgated under the HOME Act, all as the same may be

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amended and supplemented from time to time under the HOME Program. The Borrower shall obtain all Federal, State and local governmental approvals required by law for the Project. Borrower shall cause the Project to comply with all applicable codes, including but not limited to the City of Evanston Municipal Code, Title 5, Chapter 1 and 3 provisions, as amended for property maintenance and standards.

3. HOME Acquisition and Rehab Funds.

The Loan: The HOME Acquisition and Rehab Funds total \$143,700.00 (One Hundred and Forty-Three Thousand, Seven Hundred Dollars and no/100) and will remain a deferred loan for the fifteen year (15) term, and will be forgiven at the end of the term.

4. Occupancy and Rental Restrictions. Borrower further represents, warrants, covenants and agrees that:

- a. The Project, which is located at 1409 Darrow Evanston, Illinois 60202, will contain one unit which will have three (3) bedrooms and which shall be leased to income qualified households ("HOME Assisted Unit"). The HOME-assisted unit in the Real Estate shall be designated as a fixed "HOME-assisted units." All units must be occupied by households whose initial income does not exceed sixty percent (60%) of the median family income of the Chicago-Naper-Joliet MSA as published by HUD from time to time (the "Area Median"), adjusted for family size. All tenants must have incomes at or below 80% area median for the entire affordability period. Procedures for over-income households are found in subsection (i) of this Paragraph four (4), per Section 92.252. Households shall be determined to be income-eligible households using the "The Part 5" method of income calculation. The HOME unit will be designated as affordable to such households for a period of fifteen (15) years, commencing the day the HOME unit is occupied by an income eligible tenant.
- b. Each HOME-assisted unit shall be rented at rental rates not to exceed the allowable rents as published by HUD from time to time; these rates also include utility costs. If the tenant pays utilities, a utility allowance must be subtracted from the maximum allowable rent to determine the maximum contract rent. The utility allowance must be calculated from "HUD Utility Schedule Model". The maximum 2013 High HOME Rent limit in effect on the date of the original project agreement for a three bedroom unit containing both food preparation and sanitary facilities was \$1,231.00, less utility allowance. As used in this Regulatory Agreement and the Loan Documents, "Low-Income Families (Households)," "Very Low-Income Families (Households)," and "Extremely Low-Income Families (Households)" shall have the respective meanings set forth in the HUD Regulations. Notwithstanding the foregoing, no HOME-assisted unit may be occupied by a Family/Household whose income, at the time of initial occupancy or at the time funds are invested (whichever is later), exceeds sixty percent (60%) of the median Family income for the area, as determined and made available by HUD with adjustments for smaller and larger Families, except that HUD may establish income ceilings higher or lower than sixty percent (60%) of the median for the area on the basis of HUD's determination that such variations are necessary because of prevailing levels of

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- construction cost or fair market rent, or unusually high or low Family income. As a condition to occupancy, each individual or family who is intended to reside in a HOME-assisted Unit shall be required to sign and deliver to Borrower a fully completed certification of resident eligibility in the form provided from time to time by the City, and the income and assets of such individual or family must be verified in the manner prescribed by the City (the "Certification of Tenants").
- c. In the advertising, marketing and rental of a HOME-assisted Unit and the selection of households for the Project, Borrower agrees to abide by the terms and conditions of the Tenant Selection Plan executed by Borrower and approved by the City, Affirmative Fair Housing Marketing Plan executed by Borrower and approved by City, the Project Agreement (as such documents may be amended from time to time with the prior written consent of the City), the HOME Act, the Regulations, and all applicable ordinances, regulations, rules, procedures and requirements of the City. The Borrower shall keep detailed records and reports for maintaining information on the Project for submittal to the City. The records shall show the following information: (i) total number of residential units in the building (including the number of bedrooms and approximate square feet of each unit); (ii) percentage of residential units in the building that are HOME Program Units; (iii) rent charged on each residential units in the building (including any utility allowance); (iv) number of occupants in each HOME-assisted Unit; and (v) annual income certification for each tenant in a HOME-assisted Unit and supporting documentation.
 - d. Borrower shall not, in the selection of tenants, in the provision of services, or in any other manner unlawfully discriminate against any person on the grounds of race, color, creed, religion, sex, age, unfavorable military discharge, ancestry, handicap, national origin, marital status, familial status, or because the prospective tenant is receiving governmental rental assistance. Borrower shall comply with all of the provisions of Paragraph 3805/13 of the HOME Act, Sections 92.350 and 92.351 of the Regulations and all other provisions of Federal, State and local law relative to non-discrimination. In addition, the Project Agreement shall address equal opportunity; affirmative marketing in projects of five or more assisted units; minority outreach; environmental review; displacement issues; labor standards; lead-based paint disclosures; and any conflicts of interest.
 - e. In the management, maintenance, and operation of the Project, Borrower agrees to abide by the terms and conditions of the Project Agreement; as such document may be amended from time to time with the prior written approval of the parties. Borrower shall be responsible for ensuring any of the Borrower's agents or designees are also in compliance with respect to the Project Agreement and representations and warranties set forth in this with the HOME Act, the Regulations, and all applicable ordinances, regulations and statutes and the rules, procedures and requirements of the City.
 - f. On forms approved by the City, the Borrower shall obtain from each prospective household, prior to its admission to the Project, a determination of income in accordance with Section 92.203(a) of the Regulations (the "Determination"), and at such intervals thereafter as required by the City to conduct a reexamination of income in accordance

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with Section 92.252(h) of the Regulations (the "Reexamination") from all such households. Borrower shall submit the initial Determination and results of each subsequent Reexamination to the City in the manner prescribed by the City.

- g. In the manner prescribed by the City, the Borrower shall obtain written evidence substantiating the information given for the initial Determination and each subsequent Reexamination and shall retain such evidence in its files at the Project or at the offices of Borrower for five (5) years after the year to which such evidence pertains.
- h. Rent for HOME-assisted Unit shall not be greater than the rent allowed under the terms of the Project Agreement. Any increases in rents for the HOME-assisted Unit in accordance with the Project Agreement, are subject to the provisions of outstanding leases, and, in any event, Borrower must provide tenants of those HOME Program Units not less than thirty (30) days' prior written notice before implementing any increase in rents.
- i. The HOME-assisted Unit shall be deemed to comply with this Paragraph requirements, despite a temporary noncompliance with this Paragraph, if (i) the noncompliance is caused by increases in the incomes of households already occupying such HOME-assisted Units, and (ii) actions taken by the Borrower are satisfactory to City and are being taken to ensure that all vacancies are filled in accordance with this Paragraph until the noncompliance is corrected. Rents will be subject to the limitations set forth in Section 92.252(i)(2) of the Regulations. When a HOME unit is also a LIHTC unit, the rent for the unit cannot exceed the lesser of the HUD published HOME rent limit or LIHTC rent limit for that unit.
- j. Borrower shall require all households occupying HOME-assisted Unit(s) to execute a lease in a form approved by the City in accordance with Section 92.253 of the Regulations (24 CFR 92.253), as amended, and any and all applicable provisions of the Rules.
- k. Borrower shall cause all Loan proceeds to be used for eligible activities and eligible costs and for the benefit of eligible beneficiaries, as such terms are defined in Sections 92.205 and 92.206 of the Regulations (24 CFR 92.205 and 92.206).
- l. Borrower shall submit to the City on an annual basis the rent schedule for the HOME-assisted Unit(s) reflecting the actual rates being charged at the Project.
- m. Borrower may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.
- n. Within thirty (30) days after the end of each calendar year Borrower shall certify to the City that, at the time of such certification and during the preceding calendar year,

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Borrower was in compliance with the requirements of this Paragraph, or, if Borrower is not or has not been in compliance with such requirements, Borrower shall give notice to the City of its failure to comply and the corrective action Borrower is taking or has taken.

- o. Subject to termination in the event of foreclosure or transfer in lieu of foreclosure as provided in Section 92.252(e) of the Regulations, the occupancy and rental restriction provisions of this Paragraph shall remain in effect for a period of fifteen (15) years from the date of Project Completion in HUD's IDIS System (the "Affordability Period"). In the event of foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Project, the City shall have the right, but not the obligation, to acquire the Project prior to a foreclosure proceeding, prior to the Real Estate being sold at sheriff's sale through a foreclosure proceeding or prior to a deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in Section 92.252 of the Regulations. In the case of a deed in lieu of foreclosure, the Borrower must provide the City with written notice of its intention to convey the Real Estate to a third-party lender within twenty (20) business days prior to the execution of a deed in lieu of foreclosure agreement. The City shall have ten (10) business days upon receipt of said Notice of Deed in Lieu from the Borrower to issue a written notice to the necessary parties, the Borrower and third party lender(s) that it would like to acquire the Real Estate.

5. Acts Requiring the City Approval. Except as permitted pursuant to the other Loan Documents, Borrower shall not without the prior written approval of the City, which may be given or withheld in the City's sole discretion:

- a. Convey, transfer or encumber the Real Estate of the Project or any part thereof, or permit the conveyance, transfer, or encumbrance of the Real Estate or the Project or any part thereof.
- b. Convey, assign or transfer any right to manage or receive the rents and profits from the Project.
- c. Rent any HOME Program Unit for less than one (1) year, unless otherwise mutually agreed in writing by Borrower and the tenant in accordance with the Regulations.
- d. Lease or sublease any non-residential facility in the Project or amend or modify any such lease or sublease, which, to the best of Borrower's knowledge, would result in a conflict of interest between any of the parties to such contracts and the City, its Board members, officers, employees, agents or members of their respective immediate families.
- e. Permit the use of any HOME Program Unit for any purpose other than rental housing.
- f. Require, as a condition of the occupancy or leasing of any HOME Program Unit in the Project, any consideration or deposit other than the pre-payment of the first month's rent plus a security deposit in an amount not to exceed one (1) month's rent to guarantee the performance by the tenant of the covenants of such lease. Any funds

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collected by Borrower as security deposits shall be kept separate and apart from all other funds of the Project.

6. Program Requirements. Borrower further covenants, represents and warrants to the City as follows:

- a. **Insurance.** The Borrower must procure insurance for the Real Estate (including, but not limited to, public liability, property damage, and fire and extended coverage insurance) for the full replacement cost of the Real Estate and Project. The Borrower shall also procure flood insurance satisfactory to the City if the Project is located in a 100-year flood plain.
- b. **Scope of Work.** The City and the Borrower agree that the only work to be done in connection with the Project shall be that described in the Project Agreement. The Borrower acknowledges that the Project Agreement outlines the description of tasks to be performed, schedule for completing tasks, and include a budget in sufficient detail for the City to effectively monitor performance of the Borrower.
- c. **Inspections.** The City shall have the right to inspect the Property during the course of the Project and during the duration of the Affordability Period to insure the Real Estate's compliance with the Project requirements and all applicable regulations as set forth in Paragraph 2 of this Regulatory Agreement.
- d. **Insurance Proceeds.** If the Borrower received insurance proceeds for any damage or destruction to the Real Estate occurring during the Affordability Period, the Borrower shall apply such proceeds to the repair of such damage or destruction, if practicable. If not practicable, the Borrower shall repay the Loan.
- e. **Cooperation and Project Design.** The Borrower understands and agrees that the Borrower shall cooperate at all times with the the City and will do all acts necessary to facilitate the Project. Borrower shall expeditiously complete construction of the Project, as set forth in the Project Agreement. Borrower shall design and construct the Project in conformity with (i) applicable Federal, State and local statutes, regulations, ordinances, standards and codes (except as otherwise approved by the City), (ii) industry practices in Illinois and (iii) applicable rules, contracts, agreements, procedures, guides and other requirements of the City provided to Borrower in writing.
- f. **Furnishing Records, Reports and Information.** At the request of the City, the Borrower shall furnish such records and information as required by the City in connection with the maintenance, occupancy and physical condition of the Real Estate. At the request of the City, Borrower shall furnish such reports, projections, certifications, budgets (including the annual operating budget to be approved by the City), financial reports (including the complete annual financial report for the Project, in a manner prescribed by the City, based upon an examination of the books and records of the Project prepared at Borrower's expense and certified to Borrower by an

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Illinois licensed certified public accountant), operating reports, tax returns and analyses as required pursuant to the Regulations and any other applicable statutes, rules and regulations.

- g. Audit. The Project and the equipment, buildings, plans, specifications, offices, apparatus, devices, books, contracts, records, documents and other papers relating thereto, and the books and records relating to Borrower, shall at all times be maintained in reasonable condition for proper audit, and shall be subject to examination, inspection and copying at the office of Borrower by the City or its agents or representatives at any time during regular business hours as the City reasonably requires.
- h. Requests for disbursement of funds. The Borrower cannot request HOME funds until funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before requesting funds from the City.
- i. The Borrower will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, any in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other provisions in conflict herewith.
- j. If the Borrower becomes aware of any situation, event, or condition which would result in noncompliance with the HOME Act or the Project, the Borrower shall promptly provide the City with written notice.
- k. If the Project or Real Estate is destroyed, damaged, or subject to a condemnation suit or otherwise acquired for public use, the Borrower shall use its best efforts to repair the Real Estate and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms hereof.

7. Violation of Agreement by Borrower. Upon violation of any of the provisions of this Regulatory Agreement or the Project Agreement by Borrower, the City shall give written notice thereof to Borrower in the manner provided in Paragraph 14 hereof. If such violation is not corrected to the satisfaction of the City within seven (7) days (with respect to monetary defaults) or within thirty (30) days (with respect to non-monetary defaults) after the date such notice is mailed, or within such further time as the City in its sole discretion permits (but if such non-monetary default is of a nature that it cannot be cured within such thirty (30) day period, then so long as Borrower commences to cure within such thirty (30) day period and diligently pursues such cure to completion within a reasonable period not to exceed one hundred twenty (120) days from the date of such notice, such violation shall not be considered to be a Default), or if any default or event of default under any other loan Document is not cured within any applicable grace, cure or notice period set forth therein, then the City may declare a Default under this Regulatory Agreement ("Default"), effective on the date of such declaration of default

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and notice thereof to Borrower, and upon such default the City may undertake any or all of the following:

- a. Declare the whole of the indebtedness under the Note immediately due and payable and proceed with the rights and remedies set forth in the Mortgage.
- b. Withhold further disbursement of the Loan.
- c. Collect all rents and charges in connection with the operation of the Project and use such collections to pay Borrower's obligations under this Regulatory Agreement, the Note, the Mortgage, the other Loan Documents and such other obligations of Borrower in connection with the Project and the necessary expenses of preserving and operating the Project.
- d. Take possession of the Real Estate and Project, bring any action necessary to enforce any rights of Borrower in connection with the operation of the Project and operate the Project in accordance with the terms of this Agreement until such time as the City, in its sole discretion, determines that Borrower is again in a position to operate the project in accordance with the terms of the Regulatory Agreement and in compliance with the requirements of the Note and the Mortgage.
- e. Apply to any State or Federal court for injunctive or any other equitable relief against any violation of this Regulatory Agreement, for the appointment of a receiver or mortgagee in possession to take over and operate the Project in accordance with the terms of this Agreement, or for such other relief as may be appropriate. Because the injury to the City arising from a default under any of the terms of this Agreement would be irreparable and the amount of damages would be difficult to ascertain, Borrower acknowledges and agrees that in the event of a violation of this Regulatory Agreement, The City's remedies at law would be inadequate to assure the City's public purpose under the HOME Act.
- f. Use and apply any and all monies deposited by Borrower with the City regardless of the purpose for which the same were deposited, to cure any such default or to repay any indebtedness under the Project Agreement or any other Loan Document which is due and owing to the City.
- g. Exercise such other rights or remedies as may be available to the City hereunder, under any other Loan Document, at law or in equity.

The City's remedies are cumulative, and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of any other remedy by the City. No waiver of any breach of this Regulatory Agreement by the City shall be deemed to be a waiver of any other breach or a subsequent breach. If the City fails to exercise, or delays in exercising, any right under this Regulatory Agreement, such failure or delay shall not be deemed a waiver of such right or any other right.

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8. Termination of Liabilities.

- a. In the event the City consents to a sale or other transfer of the Real Estate and/or Project, or in the event of a permitted sale or other transfer, if any, pursuant to the Loan Documents, all of the duties, obligations, undertakings and liabilities of the transferor under the terms of this Regulatory Agreement shall thereafter cease and terminate as to such transferor, except as to any acts or omissions or obligations to be paid or performed by such transferor that occurred or arose prior to such sale or transfer; provided, however, as a condition precedent to the termination of the liability of the transferor hereunder, the transferee of the project ("New Borrower") shall assume in writing, on the same terms and conditions as apply hereunder to the transferor, all of the duties and obligations of such transferor arising under this Regulatory Agreement from and after such sale or transfer. Such assumption shall be in form and substance acceptable to the City in its sole discretion.
- b. Any new borrower shall be bound by the terms of this Regulatory Agreement to the same extent and on the same terms as the present Borrower is bound hereunder and shall execute an assumption of such obligations with language and terms acceptable to the City (the "New Borrower"). The execution of an assumption of obligations agreement shall be a condition precedent to the City's acceptance of the New Borrower for the Project. The New Borrower shall not be obligated with respect to matters or events which occur or arise prior to such party's admission as a New Borrower.

9. Term of Agreement; Covenants Run with the Land. The covenants, conditions, restrictions and agreements set forth in this Regulatory Agreement (collectively, the "Obligations") shall be deemed to run with, bind and burden the Real Estate and the Project and shall be deemed to bind the Borrower, its successors and assigns, and any other future owners of the Real Estate and/or the Project and the holder of any legal, equitable or beneficial interest therein for the Affordability period and said Borrower and any future interest holder shall agree that any and all requirements of the State of Illinois are satisfied in order for the provisions of this Regulatory Agreement to constitute restrictive covenants running with the land, shall be deemed to be satisfied in full, and that any requirements of privity of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Real Estate. During the term of this Regulatory Agreement, each and every contract, deed, or other instrument hereafter executed conveying the Real Estate and/or Project or a portion thereof shall expressly provide that such conveyance is subject to this Regulatory Agreement, provided, however, the covenants contained herein shall survive and be effective as to the successors and/or assigns of all or any portion of the Project, regardless of whether such contract, deed or other instrument hereafter executed conveying the Project or portion thereof provides that such conveyance is subject to the terms of this Regulatory Agreement. If the date of the cancellation of the Note (the "Cancellation Date") is prior to the expiration date of the Affordability Period, the Obligations shall remain in effect until the last day of the Affordability Period, irrespective of whether the proceeds of the Loan are repaid voluntarily by Borrower or tendered by any party following an acceleration by the City of the Note or enforcement by the City of its remedies in connection with the Loan. The Borrower

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shall, at the election of the City, execute a written memorandum, prepared by the City, which shall memorialize said date of Project completion and the foregoing Affordability Period. Any waiver by The City of its right to prepare or record any such memorandum and any failure by the Borrower to execute and deliver the same shall not affect the validity or enforceability of the Obligations. In the event of a foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Project, The City or its designee shall have the right, but not the obligation, to acquire the Project prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in Section 92.252 of the Regulations.

It is hereby expressly acknowledged by the Borrower that the undertaking of the Obligations by the Borrower is given to induce the City to make the Loan and that, notwithstanding that the Loan may be repaid prior to the expiration of the Affordability Period, the Borrower's undertaking to perform the obligations for the full Affordability Period set forth in the previous paragraph is a condition precedent to the willingness of the City to make the Loan.

10. Release and Indemnification. The Borrower acknowledges and agrees that the City is relying on the representations and information that the Borrower has provided to the City in this Regulatory Agreement, the Project Agreement, and any other documents submitted by the Borrower to the City concerning the Project.

- a. The Borrower hereby agrees to release and forever discharge the City, its members, employees, agents, officers, successors and assigns of and from any and all claims, demands, causes of action, judgments, and executions which the Borrower has or may hereafter have against the Authority, whether in law or in equity, arising or resulting from, or on account of or pertaining to, whether or directly or indirectly, including but not limited to the Project or the Real Estate.
- b. The Borrower hereby agrees to indemnify the City, its respective officers, attorneys, agents, employees, servants, or successors and assigns against and hold them harmless from, liabilities, claims, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements or judgments whether by direct suit or from third parties, arising out of the Borrower's performance under this Regulatory Agreement or the work performed by a contractor in connection with the Project, in any claim or suit brought by a person or third party against The City, or its respective officers, agents, attorneys, employees, servants and successors and assigns.
- c. If a claim or suit is brought against the City, or its respective officers, agents, attorneys, employees, servants, or successors and assigns, for which the Borrower is responsible pursuant to subsection (a) and (b) above, the Borrower shall defend, at the Borrower's cost and expense, any suit or claim, and shall pay any resulting claims, judgments, damages, losses, costs, expenses or settlements against the City, or its respective officers, agents, employees, attorneys, servants, or successors and assigns.

11. Amendment. This Regulatory Agreement shall not be altered or amended except in a writing signed by the parties and approved by HUD.

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12. Conflicts and Partial Invalidity. Borrower warrants that it has not executed, and shall not execute, any other agreement with provisions contradictory, or in opposition to, the provisions hereof and that, in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations set forth in such other agreement and supersede any other requirements in conflict therewith; provided, however, that to the extent this Regulatory Agreement conflicts with any provision or requirement set forth in the Project Agreement, Mortgage, Note, or any other Loan Document, as the case may be, the more restrictive provision and requirement shall prevail and control. If any term, covenant, condition or provision of this Regulatory Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Regulatory Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Regulatory Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Successors. Subject to the provision of Paragraph 7 hereof, this Regulatory Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns; provided, however, that Borrower may not assign this Regulatory Agreement or any of its obligations hereunder, without the prior written approval of The City.

14. Plurals, Gender and Captions. The use of the plural in this Regulatory Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders. The captions used in this Regulatory Agreement are used only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Regulatory Agreement.

15. Notices. Any notice, demand, request or other communication which any party may desire or may be required to give to any other party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by facsimile or telecopier, together with confirmation of transmission; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

If to Borrower:

Community Partners for Affordable Housing (CPAH)
Attn: Rob Anthony, Executive Director
400 Central Park Ave., #111
Highland Park, IL 60035

If to the City:

The City of Evanston

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Community and Economic Development Department
Attn: Mary Ellen Poole, Housing Planner
2100 Ridge Avenue
Evanston, Illinois 60201

16. Survival of Obligations. The Borrower's obligations, as set forth in this Regulatory Agreement, shall survive the disbursement of the Loan, and the Borrower shall continue to cooperate with The City and furnish any documents, exhibits or records requested.
17. Construction. This Regulatory Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, and where applicable the laws of the United States of America.
18. Counterparts. This Regulatory Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Regulatory Agreement must be produced or exhibited, be the Regulatory Agreement, but all such counterparts shall constitute one and the same agreement.
19. Limited Non-Recourse Obligation. Notwithstanding anything herein to the contrary, the indebtedness evidenced by the Note shall be a non-recourse obligation of Borrower and neither Borrower nor any general or limited partner of Borrower nor any related or unrelated party shall have any personal liability for repayment of said indebtedness or any other amounts evidenced or secured by the Loan Documents, the sole recourse of The City or any subsequent holder of the Note being the exercise of its rights against the Project (as defined in the Project Agreement) and any other collateral under the Loan Documents, including, without limitation (i) the Project and the rents, issues, profits and income therefrom, (ii) any funds or property held pursuant to any of the Loan Documents, (iii) insurance proceeds and condemnation awards paid or payable relative to the Project and (iv) the personal liability of any guarantor or indemnitor, to the extent of its guaranty or indemnity. Notwithstanding the foregoing, Borrower and each general partner of Borrower shall be jointly and severally liable for all liability, loss or damage to the the City and any subsequent holder of the Note caused by or arising out of (a) any fraud or intentional misrepresentation by Borrower or any general partner of Borrower, (b) any waste involving the Project, or (c) Borrower's or any general partner's misapplication (in violation of any provisions of the loan Documents or otherwise) or insurance proceeds or condemnation awards in respect of the Project or any portion thereof (or any payment or settlements in lieu of either), or (d) revenues derived from the operation of the Project or any portion thereof. Nothing contained in this section shall be construed to modify, limit or affect the personal liability of the parties under any guaranty or indemnity.
20. Waiver of Jury Trial. The parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with the project, this regulatory agreement or any of the loan documents and agree that any such action or proceeding shall be tried before a court and not before a jury.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) recited below.

THE CITY OF EVANSTON a municipal corporation in the State of Illinois

By:

Mark Muenzer

Title: Director of Community Development

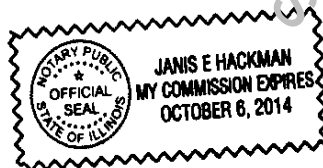
Date:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned a Notary Public in and for said The City in the State aforesaid, DO HEREBY CERTIFY that Mark Muenzer, of the City of Evanston, a body politic in the State of Illinois, personally known to me to be the Director of the City of Evanston Community Development, appeared before me this day in person, and acknowledged that as Director he signed, sealed and delivered the foregoing instrument as the free and voluntary act of the City of Evanston and as its free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of October, 2013

Janis E. Hackman
Notary Public



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Community Partners for Affordable Housing
an Illinois Nonprofit Organization

By: 

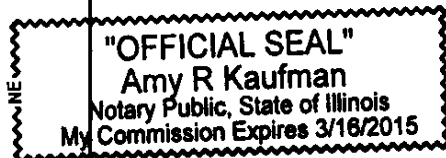
Rob Anthony

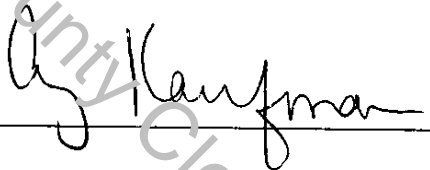
Title: Executive Director

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned Notary Public in and for said The City in the State aforesaid DOES HEREBY CERTIFY that Robert Anthony personally known to me to be the Executive Director of Community Partners for Affordable Housing an Illinois limited liability company appeared before me this day in person, and acknowledged that as such they signed, sealed and delivered the foregoing instrument as the free and voluntary act of said corporation and as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of October, 2013.





Notary Public

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ATTORNEYS' TITLE GUARANTY FUND, INC.

LEGAL DESCRIPTION

Permanent Index Number:

Property ID: 10-13-420-025-0000

Property Address:

1409 Darrow Avenue
Evanston, IL 60201

Legal Description:

Lot 20 (except the South 101 feet) and the West 1/2 of Lot 21 (except the South 101 feet) in Block 4, in Browne and Culver's Addition to Evanston, a Subdivision in the Southeast 1/4 of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

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EXHIBIT "B"

PROJECT AGREEMENT

See attached.

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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CITY OF EVANSTON

HOME PROGRAM

PROJECT AGREEMENT

Name, Address and Telephone of BORROWER:

Community Partners for Affordable Housing
400 Central Avenue, #111
Highland Park, IL 60035
Phone: 847-681-8740

P.I.N: 10-13-420-025-0000 & 10-24-209-014-0000

Property Addresses: 1409 Darrow Avenue, Evanston, IL 60201 and 1109 Darrow, Evanston, Illinois 60202

This PROJECT AGREEMENT ("Agreement") is made and entered into this 16th day of October, 2013, by and between Community Partners for Affordable Housing, a Non-Profit Organization (the "Borrower") having a principal place of business at 400 Central Avenue, #111, Highland Park, IL 60035 and the CITY OF EVANSTON, Illinois, a municipal corporation in the State of Illinois (the "City"), having its principal office at 2100 Ridge, Evanston, Illinois 60201.

WITNESSETH

WHEREAS, the City is the recipient of HOME Investment Partnerships Program Funds (the "HOME Funds") from the U.S. Department of Housing and Urban Development, including funds that are reserved for the use by certain groups referred to by HUD as a Community Housing Development Organization ("CHDO"); and

WHEREAS, the Borrower has been certified with the City as a CHDO, will serve as owner/developer of the Project, and has submitted a proposal for use of CHDO set-aside funds for a CHDO-eligible project under the HOME Program;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Exhibits, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

SECTION I: DEFINITIONS

The capitalized terms not otherwise defined used in this Agreement shall have the

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meanings established in the Project Agreement, and, if not defined therein, then in the HOME Act, and if not defined therein, in the federal regulations. Each reference in this Agreement to the following terms shall be deemed to have the following meaning:

- (A) The term "Borrower" shall mean and refer to the individual or corporation to whom the HOME Funds are provided.
- (B) The term "Eligible Project Costs" shall mean and refer to the use of HOME Funds for categories of costs as determined to be in compliance with 24 CFR 92.206. All costs shall be HOME eligible expenses as evidenced in Exhibit "B".
- (C) The term "Mortgage" shall mean and refer to the mortgage securing the promissory note, granted to the City and recorded against real property commonly known as: 1109 and 1409 Darrow, Evanston, Illinois, 60202.
- (D) The term "Promissory Note" shall mean and refer to the promissory note executed by the Borrower evidencing the indebtedness to the City in the principal amount of \$277,685 (Two Hundred and Seventy-Seven Thousand, Six-Hundred and Eighty-Five Dollars and no/100).
- (E) The term "HUD" shall mean and refer to the United States Department of Housing and Urban Development and successor agencies.
- (F) The term "Land Use Restriction Agreement" or "LURA" shall mean and refer to the deed covenant as required by 24 CFR part 92, granted by the Borrower to the City in connection with the HOME Funds governing the affordability of the Project.
- (G) The term "Loan" shall mean and refer to the City's loan of \$277,685 (Two Hundred and Seventy-Seven Thousand, Six-Hundred and Eighty-Five Dollars and no/100) such amount as may be amended, made to the Borrower by the City pursuant to this Agreement to be used by the Borrower for Eligible Project Costs as set forth in the Project Budget.
- (H) The term "Loan Documents" shall mean and collectively refer to the (i) the Promissory Note, (ii) the Mortgage (iii) this Agreement; and (iv) the Regulatory and Land Use Restrictions Agreement (LURA).
- (I) The term "Mortgaged Property" shall mean and refer to the property, including the Premises, subject to the Mortgage as set forth in the Mortgage and evidenced in the legal description which is attached hereto as Exhibit "A".
- (J) The term "Premises" shall mean and refer to the land and the improvements thereon, situated at 1109 and 1409 Darrow, Evanston, Illinois 60202.
- (K) The term "Project" shall mean and refer to the undertaking entered into by the parties that forms the basis of this Agreement and further defined in Section II below.

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(L) The term "Project Budget" shall mean and refer to the budget for the Project as amended from time to time in writing by mutual agreement of Borrower and the City, as evidenced by Exhibit "B" attached hereto.

(M) The term "Project Completion" shall mean and refer to mean that all necessary title transfer requirements and construction work have been performed; the project complies with the requirements of this part (including the property standards under § 92.251); the final drawdown has been disbursed for the project; and the project completion information has been entered in the disbursement and information system established by HUD (Integrated Disbursement Information System (IDIS)).

(N) The term "Work" shall mean and refer to all professional, technical and construction services to be rendered or provided by the Borrower as described in Section III below.

(O) The term "Exhibit" shall mean and refer to (i) the legal description of the Mortgaged Property; (ii) the Project Budget; (iii) the schedule of the completion of tasks; and (iv) the reporting responsibilities of the borrower.

(P) The term "Regulations" shall mean and refer to the HOME Investment Partnerships Program and the regulations issued under Title II, the Cranston Gonzalez National Affordable Housing Act, Public Law No. 101-525, 104 Stat.4079 (1990), 24 CFR Part 92 (the "HOME Act") and the regulations used for the implementation of the HOME Act (the "Regulations"). The HOME Act and the Regulations collectively shall be referred to herein as the "HOME Program".

SECTION II - TERMS OF PROJECT

A. HOME Funds. The City has reserved certain funds available under the HOME Program to use subject to the conditions and covenants set forth herein, for the rehabilitation of two (2) units on the site of the Premises.

B. Composition of HOME Funds Available. The HOME Funds are composed of the loan of \$277,685 (Two Hundred and Seventy-Seven Thousand, Six-Hundred and Eighty-Five Dollars and no/100) made to the Borrower by the City pursuant to this Agreement to be used by Borrower for Eligible Project Costs as set forth in the Project Budget, Exhibit "B". HOME funds are loaned at a zero percent (0%) interest rate for the term of fifteen (15) years with no required debt service payments. The term will commence from approval of occupancy of the Project and expire 15 years after the commencement date (the "Affordability Period"). If the Borrower is in compliance with the LURA on the expiration of the Affordability Period, the HOME loan will be forgiven in its entirety.

C. Project Units. The two (2) HOME-assisted units on the Premises will be rented to household with an initial income at or below 60% of HUD Area Median Income ("AMI"). The Project Unit will remain affordable for a 15 year period and governed by a recorded Land Use Restriction Agreement on the Premises.

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D. The Borrower intends to use the HOME Funds to help finance the development costs, as reflected on the attached sources and use budget detailed on Exhibit "B" attached hereto. The development costs shall include the rehabilitation costs, reasonable and customary soft costs such as legal, architectural and engineering, and shall include a developer's fee not to exceed 12% of all other costs.

E. Illinois corporate status. The Borrower, Community Partners for Affordable Housing represents and warrants that it is an Illinois not-for-profit corporation in good standing under the laws of the State of Illinois. The Borrower represents that it will take all appropriate actions in order to keep the not-for-profit corporation in good standing.

F. Affordability Period. This Agreement shall be in effect for the length of the Affordability Period: 15 years from completion of rehabilitation, commencing on the date the final HOME unit is occupied by an income eligible tenant, unless title is transferred by the Borrower to another entity or individual, in conformance with this Agreement. In such case of a new borrower, a new Agreement must be recorded with the new owner for the remainder of the 15 years. This project is subject to ongoing compliance requirements for the duration of the Affordability Period. During the Affordability Period, the Borrower will assure continued compliance with HOME requirements, including but not limited to ongoing property standards, occupancy and rent limits compliance. Borrower agrees to rent the unit to households, whose initial incomes at occupancy, are at or below 60% of the Area Median Income ("AMI") as defined in 24 CFR 92.252, throughout the 15 year Affordability Period, and to charge affordable rents such that rent plus tenant paid utilities do not exceed the High HOME rents published annually by HUD:

2013 RENT MAXIMUMS	3BD
Low HOME	\$985
High HOME	\$1,231

Borrower's proposed and approved rent and utilities are as follows. The City and the Borrower acknowledge that rent limits may change over time. The Borrower covenants to not exceed the rent limits approved from the Project Units during the Affordability Period. Two Project Units will be rented at the High HOME rent limit. The following table lists the initial rent limits for each Project Unit.

Unit	Beds	Monthly Rent	Utility Allowance	Rent + Utility	HOME Rent Limit
2	3	\$950	\$139	1,089	\$1,231

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G. **Property Standards.** Borrower shall cause the Project to comply with all applicable codes, including but not limited to the City of Evanston Municipal Code, Title 5, Chapter 1 and 3 provisions, as amended.

H. **Per Unit Maximum.** The total amount of HOME funds and ADDI funds that a participating jurisdiction may invest on a per-unit basis in affordable housing may not exceed the per-unit dollar limitations established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the area in which the housing is located. These limits are available from the Multifamily Division in the HUD Field Office. If the participating jurisdiction's per-unit subsidy amount has already been increased to 210% as permitted under section 221(d)(3)(ii) of the National Housing Act, upon request to the Field Office, HUD will allow the per-unit subsidy amount to be increased on a program-wide basis to an amount, up to 240% of the original per unit limits. The City acknowledges that the Project satisfies the per unit maximum requirements.

SECTION III: SCOPE OF WORK

A. **Purpose.** The Borrower, in close coordination with the City, shall perform all professional services (the "WORK") necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement;

B. **Community Partners for Affordable Housing** intends to use the subject funds to help finance the development costs. The development costs shall include the rehabilitation of the buildings located at 1109 and 1409 Darrow, Evanston, IL 60202 along with reasonable and customary soft costs such as legal, architectural and engineering, and shall include a developer's fee not to exceed 12% of all other costs as evidenced by exhibit "B".

C. The Borrower expressly agrees to complete all work required by this agreement in accordance with the timetable set forth in Exhibit "C". Dates are subject to change based on the construction schedule.

SECTION IV: REPRESENTATIONS OF THE BORROWER

The Borrower represents and warrants that:

A. The Borrower has the requisite power and authority to own the Project and to carry on business as now being conducted and as contemplated under this Agreement;

B. The Borrower has the power to execute and perform this Agreement and has the power to borrow and to execute and deliver any and all other Loan Documents.

C. The execution and performance by the Borrower of the terms and provisions of this Agreement and all other Loan Documents have been duly authorized by all requisite action, will not violate any provision of law, any order of any court or

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other agency of government, or any indenture, agreement or other instrument to which the Borrower is a party or by which it is bound, and will not be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, other than the existing superior Mortgage. The Borrower shall execute corporate resolutions to authorize the Borrower to enter into this Agreement and for the execution of the Loan Documents which evidences the indebtedness.

D. Financial data, reports and other information furnished to City by the Borrower are accurate and complete and fairly present the financial position of the Borrower. Borrower will promptly notify the City in writing of any material change in its financial position. There has been no material adverse change in the condition, financial or otherwise, of the Borrower since the date of the most recent financial statement submitted to the City for review of the Project and the Borrower;

E. There is no action, suit or proceeding at law or in equity by or before any governmental instrumentality or other agency now pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower which, if adversely determined, would have a material adverse effect on the business, operations, properties (including the Premises), assets or condition, financial or otherwise of the Borrower;

F. The Borrower shall obtain all necessary governmental permits for the construction of the Project, and construction and occupancy of the Project will not violate any financial, building, zoning, subdivision, land-use, health, historic preservation, licensing, rent control, planning, sanitation, architectural access or environmental protection or any other applicable ordinance, regulation or law;

G. There are no defaults or sets of facts which would constitute a default (i) under any agreements by and between the Borrower and the holder of the existing first position Mortgage, (ii) under this Agreement or any of the other Loan Documents, (iii) under the organizational documents of the Borrower.

H. Borrower represents and warrants that they will have sufficient funds to complete and rent the Project Units in accordance with the provisions and requirements of this Agreement.

I. Borrower represents and warrants that it owes no unpaid debts to the City and is current on any such debts for which an installment plan is in effect.

J. Each of the foregoing representations and warranties shall survive the making of the Loan and any advance of funds pursuant thereto and the Borrower shall indemnify and hold harmless the City from and against loss, expense, or liability directly or indirectly resulting from the breach thereof, including, without limitation, costs of defending or settling any claim arising there against the Lender.

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K. The Borrower has good and marketable title to the Premises.

SECTION V – PROJECT REQUIREMENTS

The Borrower agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following:

A. No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an environmental review of the proposed site of the Project as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the Project. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of any environmental review(s) and receipt by the City of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. Further, the Borrower will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement.

B. The HOME funds advanced to the Project will be secured by a promissory note and mortgage, and a deed covenant restriction as required by 24 CFR Part 92.

C. The Borrower will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

D. The Borrower will ensure that the project is eligible under 92.214, and that it will meet the applicable standards of 24 CFR 92.252 Qualification as Affordable Housing: Rental Housing – 253 Tenant and Participant Protections, which provide terms specific to lease length, prohibited lease terms, termination of tenancy, and tenant selection.

E. The designated HOME assisted units of this Project will meet the affordability requirements as found in 24 CFR 92.252 (rental) as applicable. The Borrower shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME Program.

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F. In the selection of occupants for Project Units, the Borrower shall comply with all nondiscrimination requirements of 24 CFR 92.350. If the project consists of 5 or more units, the Borrower will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval of the City.

G. If the Project is occupied at the time of this commitment, the Borrower will comply with the relocation requirements of 24 CFR 92.353.

H. The Borrower shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

I. The Borrower will provide any documentation required by the City regarding match as may be required to document match for purposes of the HOME program.

J. The Borrower will be monitored by the City for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The Borrower will provide reports and access to Project files as requested by the City during the Affordability Period. The Borrower agrees to retain and provide the City with access to Project files for a period of five (5) years after the end of the Affordability Period.

SECTION VI – REPAYMENT OF LOAN

A. All HOME Funds are subject to repayment in the event the Project does not meet the Project Requirements as outlined above.

B. It is understood that upon the completion of the Project, any HOME Funds reserved but not expended under this agreement will revert to the City.

C. The Home Loan of \$277,685 (Two Hundred and Seventy-Seven Thousand, Six-Hundred and Eighty-Five Dollars and no/100) will remain a deferred loan for fifteen (15) years. Sale of the Premises to another party during the Affordability Period may occur only with the approval of the City, and the purchaser shall assume all obligations of the Borrower under this agreement, the Promissory Note and Mortgage, and the Land Use Restrictive Covenants (LURA). Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

SECTION VII – CHDO TERMS

A. It is understood that the Borrower has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the Project and Agreement in accordance with 24 CFR 92.

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B. Borrower agrees to provide information as may be requested by the City to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.

C. Any funds advanced as CHDO pre-development funds must be in compliance with 24 CFR 92.301, and are forgivable only under the terms in 24 CFR 92.301. Any funds advanced to the CHDO as operating expenses ("CHDO Operating Expenses") for the Project must be expended in compliance with 24 CFR 92.208.

D. Any HOME funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) or as specified in this Agreement. Project expended HOME Funds or other assets will be retained by the CHDO.

E. If the project is rental, the Borrower will create and follow a tenant participation plan as required in 24 CFR 92.303.

SECTION VIII – PROCUREMENT STANDARDS

The Borrower shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. In addition, it is understood that any Borrower that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257.

SECTION IX – CONFLICT OF INTEREST PROVISIONS

A. In compliance with 24 CFR 84.42 and 24 CFR 85.36 the Borrower warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The Borrower further warrants and covenants that in the performance of this contract, no person having such interest shall be employed. HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

B. The City or sub-recipient employees, officers, and agents cannot accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub agreements; and

C. No employee, agent, consultant, elected official, or appointed official of the Borrower may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. However, this prohibition does not apply to an employee or agent of the Borrower who occupies a HOME assisted unit as the on-site project manager or maintenance worker. This prohibition includes the following: (1) Any interest in any contract, subcontract or agreement with respect to a HOME-assisted

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project or program administered by the Borrower, or the proceeds thereunder; or (2) Any unit benefits or financial assistance associated with HOME projects or programs administered by the Borrower, including: (i) Occupancy of a rental housing unit in a HOME-assisted rental project; or (ii) Receipt of HOME tenant-based rental assistance.

D. In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction (i.e. the City of Evanston) shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program. No employee, officer, agent of the City or its sub-recipient shall participate in the selection, award or administration of a contract supported by HOME if a conflict-of-interest, either real or apparent, would be involved.

E. Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the Borrower in writing to the City of Evanston. The Borrower must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD providing full disclosure of the details of the potential conflict and a provided legal opinion from the City stating that there would be no violation of state or local law if the exception were granted. 24 CFR 92.356, 24 CFR 85.36 and 24 CFR 84.42.

SECTION X – CITY RESPONSIBILITIES

The City shall furnish the Borrower with the following services and information from existing City records and City files:

A. The City shall provide to the Borrower information regarding its requirements for the Project.

B. The City agrees that on an ongoing basis it will provide the Borrower with any changes in HOME regulations or program limits that affect the Project, including but not limited to income limits, property value limits and rent limits.

C. The City will conduct progress inspections of work completed to protect its interests as City and regulatory authority for the Project, and will provide information to the Borrower regarding any progress inspections or monitoring to assist it in ensuring compliance. The City's review and approval of the Work will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all City regulations and ordinances. Nothing contained herein shall relieve the Borrower of any responsibility as provided under this Agreement.

SECTION XI – EQUAL OPPORTUNITY

During the performance of this contract, the Borrower agrees as follows:

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A. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The Borrower will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the City setting forth the provisions of this nondiscrimination clause.

B. The Borrower will, in all solicitations or advertisements for employees placed by or on behalf of the Borrower, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Borrower will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City's contracting officer, advising the labor union or worker's representative of the Borrower's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Borrower will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Borrower will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event the Borrower is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Borrower may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. The Borrower will include the provisions of paragraphs (a) through (g) of this Agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of

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Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Borrower will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Borrower becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City, the Borrower may request the United States to enter into such litigation to protect the interest of the United States.

SECTION XII – LABOR, TRAINING, & BUSINESS OPPORTUNITY

The Borrower agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the Work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (the "Act"), as amended, 12 U.S.C. 1701 (u), as well as any and all applicable amendments thereto. Section 3 of the aforementioned Act requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project are awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The Borrower shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the City issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The Borrower certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The Borrower will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the City, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations. The Borrower will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 Code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the Project as well as a continuing condition,

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binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the Borrower or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

SECTION XIII – COMPLIANCE WITH FEDERAL, STATE & LOCAL LAWS

The Borrower covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local and federal governments, and all amendments thereto, including, but not limited to: Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME Investment Partnership Program. The Borrower covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of Borrower's non-compliance with the terms of this Section 13. The Borrower agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The Borrower further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000.00. The Borrower also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

SECTION XIV – SUSPENSION & TERMINATION

Subject to the terms and conditions of any Senior Mortgage, upon Borrower's breach of any covenants or agreements under this Project Agreement, Lender, prior to acceleration, shall give notice to Borrower specifying (1) the breach; (2) the action required to cure such breach; (3) a date by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. In the event of a monetary breach, Borrower shall have thirty (30) days after the date on which the notice is delivered to Borrower to cure such breach. In the event of a non-monetary breach, Borrower shall have sixty (60) days after the date on which the notice is delivered to Borrower to cure such breach, provided, however, that if the curing of such non-monetary breach cannot be accomplished with due diligence within said period of sixty (60) days then Borrower shall have such additional reasonable period of time to cure such breach as may be necessary, provided Borrower shall have commenced to cure such breach within said period, such cure shall have been diligently prosecuted by Borrower thereafter to completion. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure.

If the breach is not cured on or before the date specified in the notice, then the

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City may declare a default and terminate or suspend the Project, at their discretion, under this Project Agreement ("Default"), effective on the date of such declaration of Default and notice thereof to Borrower, and upon such Default the City may undertake any or all of the following:

- A. Declare the whole of the indebtedness under the Note immediately due and payable and proceed with the rights and remedies set forth in the Mortgage.
- B. Withhold further disbursement of the Loan.
- C. Collect all rents and charges in connection with the operation of the Project and use such collections to pay Borrower's obligations under this Regulatory Agreement, the Note, the Mortgage, the other Loan Documents and such other obligations of Borrower in connection with the Project and the necessary expenses of preserving and operating the Project.
- D. Take possession of the Real Estate and Project, bring any action necessary to enforce any rights of Borrower in connection with the operation of the Project and operate the Project in accordance with the terms of this Agreement until such time as the City, in its sole discretion, determines that Borrower is again in a position to operate the project in accordance with the terms of the Regulatory Agreement and in compliance with the requirements of the Note and the Mortgage.
- E. Apply to any State or Federal court for injunctive or any other equitable relief against any violation of this Regulatory Agreement, for the appointment of a receiver or mortgagee in possession to take over and operate the Project in accordance with the terms of this Agreement, or for such other relief as may be appropriate. Because the injury to the City arising from a default under any of the terms of this Agreement would be irreparable and the amount of damages would be difficult to ascertain, Borrower acknowledges and agrees that in the event of a violation of this Regulatory Agreement, The City's remedies at law would be inadequate to assure the City's public purpose under the HOME Act.
- F. Use and apply any and all monies deposited by Borrower with the City regardless of the purpose for which the same were deposited, to cure any such default or to repay any indebtedness under the Project Agreement or any other Loan Document which is due and owing to the City.
- G. Exercise such other rights or remedies as may be available to the City hereunder, under any other Loan Document, at law or in equity. The City shall be entitled to collect all expenses incurred in pursuing the remedies provided, including, but not limited to, reasonable attorneys' fees and costs of title evidence and litigation.

Please note that the City's remedies are cumulative, and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of any other remedy by the City. No waiver of any breach of this Regulatory Agreement by the

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City shall be deemed to be a waiver of any other breach or a subsequent breach. If the City fails to exercise, or delays in exercising, any right under this Regulatory Agreement, such failure or delay shall not be deemed a waiver of such right or any other right.

Notwithstanding Lender's acceleration of the Loan due to Borrower's Default, subject to the terms and conditions of any Senior Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Project Agreement discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays lender all sums which would be then due under the Loan Documents had no acceleration occurred; (b) Borrower cure all breaches of any covenants or agreements of Borrower contained in the Loan Documents; (c) Borrower pay all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Project Agreement and in enforcing Lender's remedies as provided herein, including, but not limited to, reasonable attorneys' fees; and (d) Borrower take such action as Lender may reasonably require to assure that the lien of the Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Project Agreement shall continue unimpaired. Upon such payment and cure by Borrower, the Loan Documents and the obligations secured thereby shall remain in full force and effect as if no acceleration had occurred.

SECTION XV – REPORTING RESPONSIBILITIES

The Borrower agrees to submit any and all reports required by HUD or the City to the City according to the schedule attached in Exhibit "D". The City will send the Borrower one reminder notice if the report has not been received fourteen (14) days after the due date. If the Borrower has not submitted a report fourteen (14) days after the date on the reminder notice, the City will have the option to terminate the contract as described in this agreement. In addition, the Borrower agrees to provide the City information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project.

SECTION XVI – INSPECTION, MONITORING & ACCESS TO RECORDS

- A. The City reserves the right to inspect, monitor, and observe work and services performed by the Borrower at any and all reasonable times.
- B. The City reserves the right to audit the records of the Borrower any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement.
- C. If requested by the City or a regulatory authority with jurisdiction of review of the Project and the HOME Funds, the Borrower will provide the City with a certified audit of the Borrower's records representing the Fiscal Year during which the Project becomes complete whenever the amount listed in SECTION VI is at or exceeds \$500,000.00, pursuant to the requirements of OMB Circular A-133.

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D. Access shall be immediately granted to the City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Borrower or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

SECTION XVII – NON-RECOURSE LOAN

Notwithstanding anything in this Project Agreement to the contrary, the Loan is a non-recourse obligation of Borrower. Except for losses, costs or damages incurred by the City for fraud, neither Borrower nor any of its officers shall have any personal liability for repayment of the Loan. The sole recourse of Lender under the Loan Documents for repayment of the Loan shall be the exercise of its rights against the Project and the related security interests.

SECTION XVIII – OTHER MORTGAGES

This Loan shall be subject and subordinate to (1) any permanent financing that the Borrower shall arrange and that the Borrower shall elect to be superior to this Project Agreement (collectively the “**Senior Mortgage**”). This Mortgage shall not be subject and subordinate to any Senior Mortgage unless the Lender gives its written consent, which shall not be unreasonably withheld, to such subordination. Notwithstanding the foregoing, if the Borrower seeks to refinance the property with any new Senior Mortgage during the Affordability Period that is equal to or less than the outstanding loan balance of the initial or existing Senior Mortgage at the time of refinancing, Lender’s written consent shall not be withheld. Borrower shall perform all of Borrower’s obligations under any Senior Mortgage, including Borrower’s covenants to make payments when due.

SECTION XIX – GENERAL CONDITIONS

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City Address:

City of Evanston
Attn: Economic and Community Development
Mary Ellen Poole, Room 3304
2100 Ridge Ave.
Evanston, IL 60201

Borrower Address:

Community Partners for Affordable Housing

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Attn: Rob Anthony
400 Central Avenue, #111
Highland Park, IL 60035

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Illinois.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Illinois or the City of Evanston, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The Borrower shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3), as amended.

H. The Borrower shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by CITY of Labor regulations (29 CFR, Part 5), as amended.

I. The Borrower further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The Borrower also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by Borrower pursuant to this Agreement shall not be delegated or assigned to any other person or agency employee or agent of the City, unless the City shall first consent to the performance or assignment of such service or any part thereof by another person or agency City, while abiding by the terms of the aforementioned Conflicts of Interest Policy.

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K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. Borrower shall indemnify and save City harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of Borrower's activities under this Agreement, including all other acts or omissions to act on the part of Borrower, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof, excepting there from any such claims, liabilities, losses and causes of action which may arise from the negligent or willful act of the City, its official, employees and contractors.

M. Borrower and its employees and agents shall be deemed to be independent contractors and not agents or employees of the City, and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the City.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) recited below.

THE CITY OF EVANSTON,
a municipal corporation in the State of Illinois

By: 

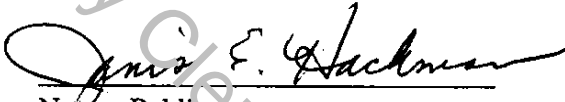
Mark Muenzer

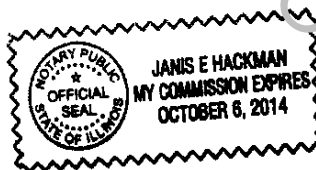
Title: Director of Community Development

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned a Notary Public in and for said The City in the State aforesaid, DO HEREBY CERTIFY that Mark Muenzer, Director of Community Development of the City of Evanston, a body politic in the State of Illinois, personally known to me to be the Director of the City of Evanston Community Development, appeared before me this day in person, and acknowledged that as Director he signed, sealed and delivered the foregoing instrument as the free and voluntary act of the City of Evanston and as its free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of October, 2013


Notary Public



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Community Partners for Affordable Housing
an Non-Profit Organization

By: Robert Anthony

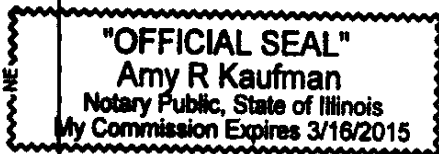
Title: Executive Director

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned Notary Public in and for said The City in the State aforesaid DOES HEREBY CERTIFY that Robert Anthony personally known to me to be the Executive Director of Community Partners for Affordable Housing appeared before me this day in person, and acknowledged that as such they signed, sealed and delivered the foregoing instrument as the free and voluntary act of said corporation and as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of October, 2013.

Amy R Kaufman
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

Property #1

Commonly Known As: 1409 Darrow Avenue, Evanston, IL 60202

Property Identification Number: 10-13-420-025-0000

Legal Description:

LOT 20 (EXCEPT THE SOUTH 101 FEET), AND THE WEST ½ OF LOT 21 (EXCEPT THE SOUTH 101 FEET) IN BLOCK 4, IN BROWNE AND CULVER'S ADDITION TO EVANSTON, A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property #2

Commonly Known As: 1109 Darrow Avenue, Evanston, IL 60202

Property Identification Number: 10-24-209-014-0000

Legal Description:

LOT 22 IN BLOCK 3 GOLFE'S RESUBDIVISION OF BLOCKS 4, 5, AND 8 IN CHASE AND PITNER'S ADDITION TO EVANSTON, A SUBDIVISION OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 AND THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 71 ½ FEET), ALL IN COOK COUNTY, ILLINOIS.