

# UNOFFICIAL COPY



1407247046

THIS DOCUMENT WAS PREPARED BY,  
AND AFTER RECORDING THIS  
DOCUMENT SHOULD BE RETURNED TO:

Doc#: 1407247046 Fee: \$68.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/13/2014 11:06 AM Pg: 1 of 16

Deutsch, Levy & Engel, Chartered  
225 W. Washington Street, Suite 1700  
Chicago, Illinois 60606  
Attention: Jeffrey B. Horwitz

PIN: 29-15-214-015-0000

400084724  
3-12  
CH (2/4)

Property Address:  
15539 Rose Drive  
South Holland, Illinois 60473

(The Above Space For Recorder's Use Only)

Building Blocks Program

## REGULATORY AND LAND USE RESTRICTION AGREEMENT

**THIS REGULATORY AND LAND USE RESTRICTION AGREEMENT** (this "Agreement"), is made as of the 11<sup>th</sup> day of March, 2014 by and between the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, a body politic and corporate of the State of Illinois ("State"), created and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.* (1994) ("IHDA Act"), having its principal office at 401 N. Michigan Avenue, Suite 700, Chicago, Illinois 60611 (the "Authority"), and **MECCA BUILDING BLOCKS, LLC**, an Illinois limited liability company, having its principal office at 2901 Butterfield Road, Oak Brook, Illinois 60523 ("Recipient").

### RECITALS

A. Recipient is or will be the fee Recipient of that certain real property located **15539 Rose Drive, South Holland, Illinois 60473**. The real property is legally described in Exhibit "A" attached hereto and by this reference made a part hereof (collectively, the "Real Estate").

# UNOFFICIAL COPY

B. Pursuant to Article 6, Sections 5 and 10, of the Public Act 096-0039, as amended by Article 112, Sections 5 and 10 of Public Act 096-0956, Build Illinois Bond Funds ("State Capital Funds") were appropriated to the Illinois Department of Revenue for the Mortgagee.

C. The Authority has established the Building Blocks Pilot Program ("Building Blocks Program") wherein the Authority will use, to the extent available, State Capital Funds to fund the Building Blocks Program ("Building Blocks Funds").

D. The IHDA Act, the rules, regulations and procedures promulgated under the IHDA Act (the "IHDA Rules"), the requirements set forth in the Authority's Illinois Building Blocks Pilot Program – Policy and Procedures Manual (as amended and implemented by the Authority from time to time, "Program Manual") and the Authority's requirements for the Building Blocks Program all as they may be amended and supplemented from time to time are incorporated herein by reference and made a part hereof and are collectively referred to herein as the "Building Blocks Program Requirements."

E. Subject to the terms and conditions set forth in that certain Building Blocks Program Agreement dated as of October 10, 2012 by and between the Authority, the Recipient and Mecca Companies, Inc., an Indiana corporation (the "Developer"), the Authority agreed to make a loan of Building Blocks Funds reserved for its Building Blocks Program to the Recipient and the Developer for the Real Estate in the form of a loan in the amount of **One Hundred Fifty-Six Thousand and 00/100 Dollars (\$156,000.00)** (the "Loan"), to be used by the Recipient and the Developer for, among other things, the acquisition, rehabilitation and resale of the Real Estate (the "Program Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings established in the Program Agreement, and if not defined therein then in the Program Manual and if not defined therein then in the IHDA Rules.

F. Contemporaneously with the execution and delivery hereof, Recipient and the Developer have executed and delivered to Authority that certain Recipient Note (hereinafter together with any renewals, modifications, extensions, amendments and replacements thereof, referred to as the "Note"), as evidence of its indebtedness to Authority in the principal amount of the Loan or so much thereof as may hereafter be advanced to Recipient and the Developer by Authority. The Note is secured by that certain Mortgage, Security Agreement and Collateral Assignment of Rents and Leases, of even date hereof, executed by Recipient in favor of the Authority (the "Mortgage"). The Program Agreement, the Note, the Mortgage, this Agreement and all other documents executed by Recipient which evidence, secure or govern the Loan are hereinafter sometimes collectively referred to as the "Loan Documents".

G. As an inducement to Authority to make the Loan, the Recipient has agreed to enter into this Agreement in accordance with the terms, conditions and covenants set forth below and consents to be regulated and restricted by Authority as herein provided and as provided for in the Program Manual, and any additional rules, regulations, policies and procedures of Authority promulgated under the IHDA Act or the IHDA Rules, all as the same may be amended and supplemented from time to time, and as applicable.

# UNOFFICIAL COPY

## AGREEMENTS

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Incorporation.** The foregoing recitals are made a part of this Agreement as fully and with the same force and effect as if repeated herein at length.
2. **Regulatory Compliance.** Recipient agrees that at all times its acts regarding the Real Estate and the improvements now or hereinafter located thereon (together referred to hereinafter as the "Project") shall be in conformance with the IHDA Act, the IHDA Rules and any additional rules, regulations, policies and procedures of Authority, including, without limitation, all other Building Blocks Program Requirements, promulgated under the IHDA Act or the Building Blocks Program, all as the same may be amended and supplemented from time to time.
3. **Representations, Warranties, and Covenants.** Recipient further represents, warrants, covenants and agrees that:
  - (a) The Recipient holds fee simple title to the Real Estate.
  - (b) The Recipient shall use the proceeds of the Loan solely for (i) the acquisition, rehabilitation and sale of the Project in accordance with the Building Blocks Program requirements; (ii) to make a Homebuyer Subsidy (as defined in the Program Agreement) to an eligible low-income homebuyer ("Homebuyer") to help finance the acquisition of the Project; (iii) to use, upon completion of the resale of the Project, a portion of the sale proceeds to cover Eligible Project Costs; and (iv) to cover certain administrative costs, all as specifically described in the Program Agreement (collectively, "Eligible Activities"). The Recipient shall use the Loan in accordance with all Building Block Program Requirements and all directives of HUD, the Authority, State or other governmental agency which may be prescribed from time to time, and for no other purpose other than for an Eligible Activity without the prior written consent of the Authority, which consent may be withheld by the Authority in its sole and absolute discretion.
  - (c) Should Recipient sell and transfer ownership of the Project to a purchaser who does not meet the income eligibility requirements of the Building Blocks Program, including, without limitation, the restrictions set forth in Section 4 below, Recipient shall reimburse the Authority the amount of the Loan disbursed by the Authority to the Recipient and/or the Project.

# UNOFFICIAL COPY

(d) Recipient agrees to assist the Authority in restricting the use of the Project as set forth herein. In furtherance of the foregoing, Recipient agrees assist to the Authority in ensuring that, prior to receiving a Homebuyer Subsidy (as defined in the Program Agreement), the Homebuyer shall execute, among other things, a recapture agreement providing for the recapture of the Loan proceeds upon violation of such restrictions, in form and substance acceptable to the Authority ("Recapture Agreement").

4. **Building Blocks Program Requirements.** Recipient further covenants, represents and warrants to Authority as follows:

(a) The Project must be single family, detached housing.

(b) Recipient shall ensure that the sale, rental, improvement or redevelopment of the Real Estate purchased or rehabilitated with the Loan remain affordable to individuals or families whose annualized adjusted income is less than or equal to 140% of the median income of the Chicago Metropolitan Statistical Area, adjusted for family size, as such annualized adjusted income and median income for the area are determined from time to time as posted on the Authority's website located at [www.ihda.org](http://www.ihda.org), and the housing must be the principal residence of the family. The foregoing affordability requirement is for the first sale of the project by the Recipient and not to a subsequent sale by the Homebuyer to another purchaser unless there is a Homebuyer Subsidy.

(c) The Authority will procure a real estate broker to assist in the selling of the Project to an eligible Homebuyer (the "Building Blocks Broker"). The Recipient shall enter into a listing agreement with the Building Blocks Broker which terms and provisions are subject to the reasonable approval of the Authority. The Authority must approve the listing price for the Project and must approve any reduction in the listing price for each Project. The Project shall be listed with the Building Blocks Broker for twelve (12) months unless otherwise approved by the Authority in its sole and absolute discretion.

(d) In the event the Homebuyer receives a Homebuyer Subsidy in connection with his or her acquisition of the Project, the Project must meet the affordability requirements set forth in subsection (a) during the Period of Affordability. The "Period of Affordability" shall be a minimum period of five (5) years from the date the Project has been identified as "completed" in IDIS because the direct Homebuyer Subsidy to the Homebuyer will be under Fifteen Thousand and No/100 Dollars (\$15,000.00). The Period of Affordability, in the event a direct Homebuyer Subsidy to a homebuyer is between Fifteen Thousand and No/100 Dollars (\$15,000.00) and Forty Thousand and No/100 Dollars (\$40,000.00), both inclusive, is a minimum period of ten (10) years from the date the a project has been identified as "completed" in IDIS. In the event a direct Homebuyer Subsidy to a Homebuyer is in excess of Forty Thousand and No/100 Dollars (\$40,000.00), the Period of Affordability shall be for a period of fifteen (15) years.

# UNOFFICIAL COPY

(d) The Homebuyer Subsidy Loan provided to the Homebuyer shall be subject to recapture by the Authority in accordance with the terms of the Recapture Agreement if the Project does not continue to be the principal residence of the Homebuyer for the duration of the applicable Period of Affordability.

(e) In the advertising, marketing and sale of the Project and the selection of a Homebuyer for the Project, Recipient agrees to abide by the terms and conditions of the Affirmative Fair Housing Marketing Plan executed by Recipient and approved by Authority, any Marketing Plan executed by Recipient and approved by Authority and any Marketing Agreement executed by Recipient and approved by Authority, as such documents may be amended from time to time with the prior written consent of Authority;

(c) On forms approved by Authority, Recipient shall obtain from each prospective Homebuyer, prior to its admission to the Project, a determination of income (the "Determination").

(d) In the manner prescribed by Authority, Recipient 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 for three (3) years after the year to which such evidence pertains;

(e) Recipient shall obtain all Federal, State and local governmental approvals required by law for its acquisition, construction, ownership and operation of the Project;

(f) Recipient 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 Authority), (ii) industry practices in Illinois, and (iii) applicable rules, contracts, agreements, procedures, guides and other requirements of Authority provided to Recipient in writing; and

(g) Recipient shall expeditiously complete any construction of the Project, as set forth in the Loan Documents.

(h) Recipient shall assure the Project complies with the Housing Quality Standards at 24 CFR Part 982.401 ("Housing Quality Standards"). The Housing Quality Standards define "standard housing" and establish the minimum criteria for the health and safety of Building Block Program participants. The Authority will use the Housing Quality Standards to determine if the General Contractor and the Recipient have complied with the requirements of the Building Blocks Program. The Recipient shall also comply with the all laws, rules, regulations, and executive orders applicable to this Agreement and the Authority, including, without limitation: (i) the Illinois Emergency Management Agency Radon program and the EPA's radon guidelines found at <http://radon.illinois.gov> and <http://www.epa.gov/radon>; (ii) 40 CFR 61.145 concerning asbestos compliance



# UNOFFICIAL COPY

requirements, guidelines for mold remediation provided by the United States Environmental Protection Agency; (iii) the United States Environmental Protection Agency guidelines for mold remediation found at <http://www.epa.gov/mold> and the mold and moisture fact sheets from the Illinois Department of Public Health at <http://www.idph.state.il.us/envhealth/factsheets/mold.htm>; (iv) all other Illinois Environmental Protection Agency and Illinois Department of Public Health regulations, all laws, rules, regulations, executive orders and licensing and certification requirements applicable to lead-based paint identification, removal and disclosure, including but not limited to, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 *et seq.*), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*), the Lead-Based Paint Exposure Reduction Act, 15 U.S.C. 2601 *et seq.*, and 24 C.F.R. 35, the Residential Property Renovation provisions set forth at 40 CFR 745, Subpart E, each as respectively amended from time to time and the Authority's Lead Based Paint Compliance Guide which can be found at [www.ihda.org](http://www.ihda.org) under the Multifamily Programs; (v) the United States Environmental Protection Agency's Renovation, Repair and Painting regulations, which are part of the EPA's regulations at 40 CFR Part 745, and the changes for HUD Lead Safe Housing Rule (the "LSHR"), which is found in HUD's regulations at 24 CFR Part 35, Subparts B through M; and (vi) the contractor for each Project shall furnish to the Recipient a valid "Firm Certification" as required by the Illinois Department of Health for the contractor and all other subcontractors or other trades that are performing any work which is subject to the LPP Rule. In addition, it shall be the responsibility of the contractor for each Project to insure all workers (as required by the LBP Rule) in connection with the work, possess a valid Renovator Certification and/or Dust Sampling Technician Certification. New federal United States Environmental Protection Agency regulations effective April 2010, establish additional certification and work practice requirements for lead paint abatement activities. The United States Environmental Protection Agency website can provide information on these and other requirements. [www.epa.gov/lead/pubs/renovation.htm](http://www.epa.gov/lead/pubs/renovation.htm). The Recipient agrees that the Authority has authority to, and may, in its discretion, enforce in any manner available under law, this provision for violations by the Recipient of such laws, rules, regulations, or executive orders. In furtherance of the foregoing, Recipient shall comply, and shall cause each Project to comply, with the Building Blocks Program Requirements together and all terms, conditions, covenants and restrictions identified in the Program Manual. Recipient shall further comply, and cause each Project to comply, with all other rules, regulations and guidance otherwise promulgated by the Authority from time to time. Recipient shall evaluate the Residences to determine whether there is the presence of lead-based paint or lead-based paint hazards, and shall comply with the Lead-Based Paint Poison Prevention Act, as amended (42 U.S.C. 4821 *et seq.*), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*), and the Lead-Based Paint Regulations codified at 24 C.F.R. Part 35. Recipient shall also require that all construction contracts and subcontracts provide that lead-based paint not be used in the Project. Construction contracts must also include all the requirements for the use of applicable safe work practices and that all contractors and their employees, and subcontractors and their

# UNOFFICIAL COPY

employees have been properly trained and possess proper qualifications or certifications as applicable to carry out the work.

(i) Recipient shall comply, and shall cause the Project to comply, with all Building Blocks Requirement and all terms, conditions, covenants and restrictions identified in the Program Manual, as the same may be amended and supplemented from time to time, in connection with the Eligible Activities to be undertaken by Recipient and in connection with its application of the Loan. Recipient shall further comply, and cause the Project to comply, with all other rules, regulations and guidance otherwise promulgated by the Authority from time to time.

(j) Recipient understands and agrees that the Recipient shall cooperate at all times with the Authority and the Recipient's contractor(s) and will do all acts necessary to facilitate the development of the Project.

(k) 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 Recipient, 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 Recipient by Authority or its agents or representatives upon reasonable prior notice at any time during regular business hours as Authority reasonably requires.

(l) At the request of Authority, Recipient shall furnish such reports, projections, certifications, budgets (including the annual operating budget to be approved by Authority), operating reports, tax returns and analyses as required pursuant to the Building Block Program Requirements, the IHDA Rules and any other statutes, rules and regulations applicable to Authority, each as amended from time to time, or by other applicable Federal or State statutes or requirements, and from time to time shall give specific answers to written questions in connection with Recipient's income, assets, liabilities, contracts and operation, all relative to the Project and the administration, operation, maintenance, occupancy, financial soundness and physical condition of the Project;

(m) Recipient shall comply with the applicable provisions of 47 Ill. Adm. Code 310, Subparts E and I, the Environmental Barriers Act (410 ILCS 25/ *et seq.*), the Illinois Accessibility Code (71 Ill. Adm. Code 400), the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*), and the Fair Housing Act (42 U.S.C. § 3601 *et seq.*) and the implementing regulations, all as they may be amended and supplemented from time to time.

# UNOFFICIAL COPY

## 5. Non-Discrimination in Housing.

(a) Recipient shall not, in the selection of a Homebuyer, 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 Homebuyer is receiving governmental rental assistance.

(b) Recipient shall comply with all applicable provisions of Federal, State and local law relative to non-discrimination.

6. Violation of Agreement by Recipient. The occurrence of any violation of the provisions of this Agreement or upon a default under any of the other Loan Documents by the Recipient shall be a default hereunder. The Authority shall give written notice of any default of any of the terms and conditions under this Agreement to the Recipient, as provided in Section 11 hereof. If such default is not cured to the satisfaction of the Authority within fifteen (15) days after the date such notice is mailed, or within such further time as the Authority in its sole discretion permits, the Authority may declare an event of default ("Event of Default") under this Agreement, effective on the date of such declaration of an Event Default and notice thereof to the Recipient, and upon such Event of Default the Authority may:

(a) Withhold further disbursements of the Loan;

(b) Recapture any grants or awards and cancel any prior loan forgiveness, if applicable, previously made pursuant to the Loan Documents;

(c) Take possession of the Project, bring any action necessary to enforce any rights of Recipient in connection with the operation of the Project and operate the Project in accordance with the terms of this Agreement until such time as Authority, in its sole discretion, determines that Recipient is again in a position to operate the Project in accordance with the terms of this Agreement and in compliance with the requirements of the Loan Documents;

(d) Apply to any State or Federal court, for an injunction against any violation of this Agreement, for the appointment of a receiver 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 Authority 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, Recipient acknowledges and agrees that in the event of a violation of this Agreement, the Authority's remedies at law would be inadequate to assure the Authority's public purpose under the Building Blocks Program;

(e) Use and apply any monies deposited by Recipient with the Authority regardless of the purpose for which the same were deposited, to cure any such default or



# UNOFFICIAL COPY

to repay any indebtedness under the Loan Documents which is due and owing to the Authority; and/or

(f) Exercise such other rights or remedies as may be available to the Authority hereunder, under any other Loan Document, at law or in equity.

The Authority'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 Authority. No waiver of any breach of this Agreement by the Authority shall be deemed to be a waiver of any other breach or a subsequent breach. If the Authority fails to exercise, or delays in exercising, any right under this Agreement, such failure or delay shall not be deemed a waiver of such right or any other right.

7. Intentionally Omitted.

8. Term of Agreement; Covenants Run with Project.

(a) The covenants, conditions, restrictions and agreements set forth in this Agreement (collectively, "Obligations") shall be deemed to run with, bind and burden the Real Estate and shall be deemed to bind any future owners of the Real Estate and the holder of any legal, equitable or beneficial interest therein during the Period of Affordability. The Recipient shall, if so requested by the Authority, execute a written memorandum, prepared by the Authority, which memorandum shall memorialize said date of project completion and the commencement of the foregoing Period of Affordability. Any waiver by the Authority of its right to prepare or record any such memorandum and any failure by the Recipient to execute and deliver the same shall not affect the validity or enforceability of the Obligations. The affordability requirements as stated herein may terminate upon foreclosure or transfer in lieu of foreclosure. In the event of a foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Real Estate, the Authority shall have the right, but not the obligation, to acquire the Real Estate prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions.

(b) It is hereby expressly acknowledged by Recipient that the undertaking of the Obligations by Recipient is given to induce the Authority to make the Recipient Allocation and that, the Recipient's undertaking to perform the Obligations for the full Period of Affordability set forth in the previous paragraph is a condition precedent to the willingness of the Authority to make the Loan.

9. Indemnification.

(a) The Recipient hereby agrees to indemnify the Authority and its officers, agents, employees or servants 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

# UNOFFICIAL COPY

the Recipient's performance under this 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 Authority or its officers, agents, employees or servants.

(b) If a claim or suit is brought against the Authority or its officers, agents, employees or servants, for which the Recipient is responsible pursuant to subsection 9(a) above, the Recipient shall defend, at the Recipient's cost and expense, any suit or claim, and shall pay any resulting claims, judgments, damages, losses, costs, expenses or settlements against the Authority or its officers, agents, employees or servants.

10. **Amendment.** This Agreement shall not be altered or amended except in a writing signed by the parties hereto.

11. **Notices.** Any notice, demand, request or other communication that 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 above, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to either subsection 11(a) hereof shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection 11(b) shall be served and effective upon deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection 11(c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

12. **Successors.** This Agreement shall bind, and the benefits shall inure to, the parties hereto, their legal representatives, successors in office or interest and assigns, provided that the Recipient may not assign this Agreement, its right to the Loan or any of its obligations hereunder without the prior written approval of the Authority.

13. **Survival of Obligations.** The Recipient's Obligations, as set forth in this Agreement, shall survive the disbursement of the Loan and the Recipient shall continue to cooperate with the Authority and furnish any documents, exhibits or showings required.

14. **Construction of Agreement.**

(a) **Partial Invalidity.** If any term, covenant, condition or provision of this 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 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 Agreement shall be valid and enforceable to the fullest extent permitted by law.

# UNOFFICIAL COPY

(b) Gender. The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

(c) Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of any provision of the Agreement.

(d) Construction. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

(e) Third Party Beneficiary. The Authority is an intended third party beneficiary of this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same agreement.

16. **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 PROGRAM OR THIS AGREEMENT.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

**AUTHORITY:**

**ILLINOIS HOUSING DEVELOPMENT  
AUTHORITY**, a body politic and corporate

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature]*  
**Bryan E. Zises**

**Assistant Executive Director**

*[Signature]*

**RECIPIENT:**

**MECCA BUILDING BLOCKS, LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_

Name: Thomas Tomaszewski

Its: Manager



# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

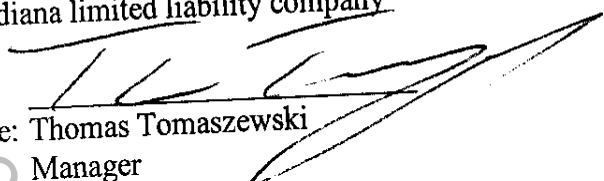
**AUTHORITY:**

**ILLINOIS HOUSING DEVELOPMENT  
AUTHORITY**, a body politic and corporate

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RECIPIENT:**

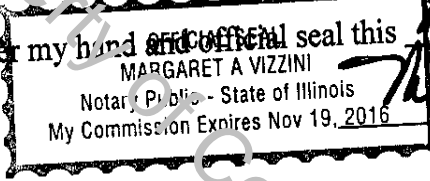
**MECCA BUILDING BLOCKS, LLC,**  
an Indiana limited liability company

By:   
Name: Thomas Tomaszewski  
Its: Manager

## UNOFFICIAL COPY

STATE OF ILLINOIS       )  
                                       )  
 COUNTY OF COOK        )       SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Bryan E Zises personally known to me to be the ~~Assistant Executive Director~~ of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as ~~Assistant Executive Director~~ of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY as his/her free and voluntary act and deed and as the free and voluntary act and deed of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY for the uses and purposes therein set forth.

Given under my hand and official seal this 26<sup>th</sup> day of February, 2014.  
  
Margaret A. Vizzini  
 Notary Public

STATE OF ILLINOIS       )  
                                       )  
 COUNTY OF COOK        )       SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas Tomaszewski personally known to me to be the Manager of Mecca Building Blocks, LLC, an Indiana limited liability company, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as the manager of such limited liability company as his free and voluntary act and deed and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of March, 2014.

\_\_\_\_\_  
 Notary Public

## UNOFFICIAL COPY

STATE OF ILLINOIS       )  
                                       )  
 COUNTY OF COOK        )

SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as \_\_\_\_\_ of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY as his/her free and voluntary act and deed and as the free and voluntary act and deed of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of March, 2014.

\_\_\_\_\_  
 Notary Public

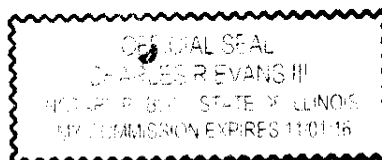
STATE OF ILLINOIS       )  
                                       )  
 COUNTY OF COOK        )

SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas Tomaszewski personally known to me to be the Manager of Mecca Building Blocks, LLC, an Indiana limited liability company, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as the manager of such limited liability company as his free and voluntary act and deed and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this 3<sup>rd</sup> day of March, 2014.

Charles R Evans III  
 Notary Public



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

LOT 93 IN CHAPMAN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE  
NORTHEAST  $\frac{1}{4}$  OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 15539 Rose Drive  
South Holland, Illinois 60473

PIN: 29-15-214-015-0000

Property of Cook County Clerk's Office