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**THIS INSTRUMENT
PREPARED BY AND AFTER
RECORDING SHALL BE
RETURNED TO:**

DLA Piper LLP (US)
203 North LaSalle Street
Suite 1900
Chicago, Illinois 60601
Attn: Elizabeth H. Friedgut, Esq.



Doc#: 1414916005 Fee: \$52.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/29/2014 10:23 AM Pg: 1 of 8

This space reserved for Recorder's use only.

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MODIFICATION OF GREEN RETROFIT PROGRAM MORTGAGE

THIS MODIFICATION OF GREEN RETROFIT PROGRAM MORTGAGE (this "Agreement") is executed as of May 1, 2014 (the "Effective Date") by and between **LAVERGNE COURTS, LLC**, an Illinois limited liability company (the "Mortgagor") and **SECRETARY OF HOUSING AND URBAN DEVELOPMENT** (the "Mortgagee" or "HUD" as the context may require).

RECITALS

WHEREAS, Mortgagor is the owner of certain real property legally described in Exhibit A attached hereto and hereby incorporated by reference into this Agreement, together with the improvements located thereon, and certain personal property associated therewith (collectively, the "Mortgaged Property").

WHEREAS, the Mortgaged Property is subject to a certain Mortgage and Modification Agreement, dated October 5, 2010, executed by Mortgagor in favor of Mortgagee as security for the repayment of a certain Green Retrofit Mortgage Note (the "Note"), dated October 5, 2010, executed by Mortgagor in favor of Mortgagee in the original principal amount of \$2,790,637.00. Said Mortgage and Modification Agreement were recorded on October 6, 2010 as Document No. 1027931060 with the Recorder of Deeds of Cook County, Illinois (the "Official Records"). For purposes hereof, the Note and the Mortgage and Modification Agreement shall hereinafter be referred to collectively as the "Loan Documents."

WHEREAS, Mortgagor has obtained a Firm Commitment for Section 223(a)(7), dated December 12, 2013, as amended as of the date hereof, for a new first mortgage loan to be secured by the Mortgaged Property and insured by HUD in the original principal amount of

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\$3,213,000.00. As a condition thereof, HUD has required that the maturity date of the indebtedness evidenced and secured by the Loan Documents be extended.

WHEREAS, concurrent with the execution of this Agreement, Mortgagor and Mortgagee have entered into that certain Allonge to Green Retrofit Mortgage Note (“Allonge”) of even date herewith which extends the maturity date of the Note until June 1, 2042;

WHEREAS, the parties now desire to enter into this Agreement (i) to amend the Mortgage to incorporate by reference the terms and provisions of the Note, as amended by the Allonge, and (ii) to amend the Mortgage in certain other respects as hereinafter provided.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The foregoing Recitals are hereby incorporated by reference as if set forth fully herein. All capitalized terms not defined in this Agreement shall have the same meanings ascribed thereto in the Mortgage.
2. **Definition of Note**. From and after the Effective Date, all references contained in the Mortgage to the Note shall hereinafter be deemed to refer to the Note, as amended by the Allonge.
3. **Maturity Date**. From and after the Effective Date, the second (2nd) paragraph of the Mortgage and the Modification Agreement shall be deemed amended (a) by deleting “November 1, 2033” and (b) by inserting “June 1, 2042” in lieu thereof.
4. **Successors and Assigns**. This Agreement shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.
5. **Effect of Amendment**. Except as amended hereby, the Mortgage shall remain in full force and effect.
6. **Counterparts**. This Agreement may be executed in any number of counterparts and it shall be sufficient that the signature of each Party appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

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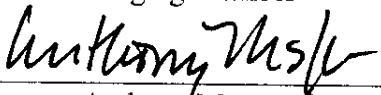
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IN WITNESS WHEREOF, this Agreement has been duly signed and sealed by the parties hereto as of the date set forth above.

MORTGAGOR:

LAVERGNE COURTS, LLC, an
Illinois limited liability company

By: Mercy Housing Lakefront, an
Illinois not-for-profit corporation, its
Sole and Managing Member

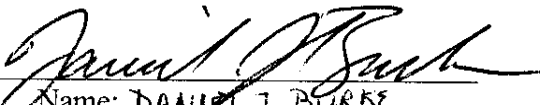
By: 
Anthony Mastracci
Vice-President

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MORTGAGEE:

SECRETARY OF HOUSING AND URBAN DEVELOPMENT, acting by and through the Federal Housing Commissioner

By: 
Name: DANIEL J. BURKE
Its Authorized Agent

Dan Burke
Director Chicago Multifamily Hub Office

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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
 COUNTY OF ~~COOK~~ LAKE)

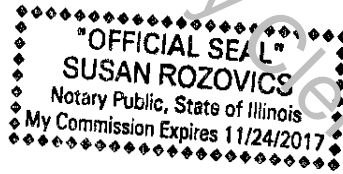
I, SUSAN ROZOVICS, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Anthony Mastracci, as Vice-President of Mercy Housing Lakefront, an Illinois not-for-profit corporation and the Sole and Managing Member of **LAVERGNE COURTS, LLC** (the "LLC"), an Illinois limited liability company, 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 to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said limited liability company as Sole and Managing Member of the LLC and as his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 22nd day of May, 2014.

Susan Rozovics
 Notary Public

My commission expires:

11/24/2017



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ACKNOWLEDGEMENT

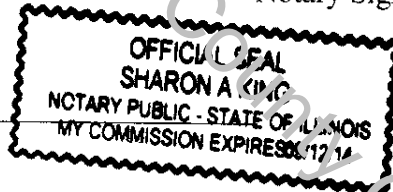
STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

Before me, a Notary Public in and for the said County and State, personally appeared DANIEL BURKE known to me to be the person who, as the duly Authorized Agent of the **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**, acting by and through the Federal Housing Commissioner, executed the foregoing Regulatory Agreement for Multifamily Projects by virtue of the authority vested in him/her as such Authorized Agent, and he/she acknowledged to me that he/she did sign said Regulatory Agreement for Multifamily Projects on behalf of the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner as such Authorized Agent for the purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of ILLINOIS, as of this 20th day of May, 2014.

Sharon A. King
 Notary Signature

My Commission expires: _____



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE WEST 50 FEET OF THE EAST 150 FEET OF LOT 27 (EXCEPT THE NORTH 8 FEET FOR ALLEY AND EXCEPT STREET) IN SCHOOL TRUSTEES SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-208-029

ADDRESS: 4908-10 WEST QUINCY STREET, CHICAGO, ILLINOIS

PARCEL 2:

LOT THREE (3) IN KEMPSTON'S RESUBDIVISION OF LOT TWENTY-SEVEN (27) (EXCEPT THE EAST TWO HUNDRED (200) FEET THEREOF) IN SCHOOL TRUSTEES SUBDIVISION OF THE NORTH PART OF SECTION SIXTEEN (16), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT PART TAKEN FOR STREET AND ALLEY) IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-208-039

ADDRESS: 4920-26 WEST QUINCY STREET, CHICAGO, ILLINOIS

PARCEL 3:

LOT 2 IN KEMPSTON'S RESUBDIVISION OF LOT 27 (EXCEPT THE EAST 200 FEET THEREOF) IN SCHOOL TRUSTEES SUBDIVISION OF NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT PART TAKEN FOR STREET AND ALLEY) PLAT RECORDED MARCH 21, 1944 AS DOCUMENT 13249984, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-208-038

ADDRESS: 4928-38 WEST QUINCY STREET, CHICAGO, ILLINOIS

PARCEL 4:

LOT ONE (1) IN KEMPSTON'S RESUBDIVISION OF LOT TWENTY SEVEN (27) (EXCEPT THE EAST 200 FEET THEREOF) IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION SIXTEEN (16), TOWNSHIP THIRTY NINE (39) NORTH,

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RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT PART TAKEN FOR STREET AND ALLEY);

ALSO KNOWN AS:

THE WEST ONE HUNDRED FIVE (105) FEET OF LOT TWENTY SEVEN (27) (EXCEPT THE NORTH 8 FEET TAKEN FOR ALLEY) IN SCHOOL TRUSTEES' SUBDIVISION OF THE NORTH PART OF SECTION SIXTEEN (16), TOWNSHIP THIRTY NINE (39) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT STREETS) IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-208-037

ADDRESS: 4940-59 WEST QUINCY STREET, CHICAGO, ILLINOIS

PARCEL 5:

LOT 28 (EXCEPT THE EAST 428 FEET THEREOF AND EXCEPT THE SOUTH 8 FEET HERETOFORE DEDICATED AS A PUBLIC ALLEY AND EXCEPT STREETS) IN THE SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-208-001

ADDRESS: 4941-51 WEST ADAMS STREET, CHICAGO, ILLINOIS

PARCEL 6:

THE WEST 77 FEET OF THE EAST 321 FEET OF LOT 28 (EXCEPT THE NORTH 33 FEET THEREOF TAKEN FOR WEST ADAMS STREET AND EXCEPT THE SOUTH 8 FEET THEREOF RESERVED FOR ALLEY) IN SCHOOL TRUSTEES' SUBDIVISION OF THE NORTH PART OF SECTION 16 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-16-208-004

ADDRESS: 4923-29 WEST ADAMS STREET, CHICAGO, ILLINOIS