

# UNOFFICIAL COPY



Property Address: 7914 S. Carpenter  
Chicago, IL 60620  
PIN: 20-32-202-019-0000

Doc#: 1416010045 Fee: \$56.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/09/2014 02:53 PM Pg: 1 of 10

Prepared by:

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Mercy Portfolio Services  
120 South LaSalle Street, Ste 1850  
Chicago, Illinois 60603

and After Recording Return to:

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City of Chicago Department of Law  
City Hall, Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602

## SECOND AMENDMENT OF DOCUMENTS

**THIS SECOND AMENDMENT OF DOCUMENTS** (this "Amendment") is made as of February 10, 2014 by and between Mercy Portfolio Services, a Colorado non-profit corporation ("MPS"), New Homes by New Pisgah, NFP, an Illinois not-for-profit corporation ("New Pisgah"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government (the "City") (collectively, the "Parties").

## RECITALS

**WHEREAS**, The City has or will receive certain funds in the approximate amount of \$55,238,017, \$98,008,384, and \$15,996,360 (collectively, the "Program Funds") from the United States Department of Housing and Urban Development ("HUD") pursuant to the provisions of the Housing and Economic Recovery Act of 2008, Public Law 110-289 – July 30, 2008, Title II – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes, Section 2301 *et seq.* ("HERA"), as amended by the American Recovery and Reinvestment Act of 2009, H.R. 1 (the "Recovery Act"), as amended by, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, H.R. 4173 (the "Dodd-Frank Act"), as the same may be hereafter amended, restated or supplemented from time to time (HERA, the Recovery Act and the Dodd-Frank Act are collectively referred to as the "Act"), the Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Developers under the Housing and Economic Recovery Act, 2008 issued by HUD and found at the Federal Register/Vol. 73, No. 194/Monday, October 6, 2008/Notices, as the same may be hereafter amended, restated or supplemented from time to time; the Notice of Fund Availability for the

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Neighborhood Stabilization Program<sup>2</sup> under the Recovery Act (Docket No. FR-5321-N-01, May 4, 2009), the Notice of Fund Availability for Fiscal year 2009 NSP<sup>2</sup> Program under the Recovery Act, Correction (Docket No. FR-5321-C-02, June 11, 2009; Docket No. FR-5321-C-03, November 9, 2009, Docket No. FR-5321-C-04, and Docket No. FR-5321-N-04); the Notice of Formula Allocations and Program Requirements for Neighborhood Stabilization Program Formula Grants (Docket No. FR-5447-N-01, October 19, 2010 (the "NOFA") and the HUD regulations at 24 CFR Part 570 (as modified by the NOFA as now in effect and as may be amended from time to time) (collectively, the "Regulations").

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

**WHEREAS**, The City and MPS have entered into that certain Agreement Between The City of Chicago and Mercy Portfolio Services For Neighborhood Stabilization Program dated as of June 30, 2009, that certain Agreement Between The City of Chicago and Mercy Portfolio Services For Neighborhood Stabilization Program 2 dated as of July 1, 2010, and that certain Agreement Between The City of Chicago and Mercy Portfolio Services For Neighborhood Stabilization Program 3 dated as of September 1, 2011 (collectively, the "Subgrant Agreement"), pursuant to which the City has agreed to make the Program Funds available to MPS for Eligible Activities subject to the terms and conditions of such Subgrant Agreement.

**WHEREAS**, MPS agreed to provide Program Funds in the form of a loan in the original principal amount of \$480,561 (the "NSP Loan") to MPS Community I, LLC ("MPS LLC") in connection with the acquisition, and rehabilitation of certain property as legally described on Exhibit A hereto and hereby made a part hereof (the "Property"); and

**WHEREAS**, the City, MPS and MPS LLC entered into that certain Redevelopment Agreement in connection with the redevelopment of the Property dated as of February 16, 2010 (the "Redevelopment Agreement"); and

**WHEREAS**, the City, MPS and MPS LLC entered into that certain Regulatory Agreement dated as of February 16, 2010, in connection with the operation of the Property (the "Original Regulatory Agreement"), as amended by that certain First Amended and Restated Regulatory Agreement dated as of June 20, 2012 (the "Amended Regulatory Agreement"); and

**WHEREAS**, MPS LLC executed a certain promissory note (the "Note") in favor of MPS in the original principal amount of \$480,561 dated as of February 16, 2010; and

**WHEREAS**, the Note is secured by the following documents:

- A. A Mortgage, Security Agreement and Financing Statement dated as of February 16, 2010 made by MPS LLC in favor of MPS in connection with the Property (the "Mortgage");

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- B. An Assignment of Rents and Leases dated as of February 16, 2010 made by the MPS LLC in favor of MPS in connection with the Property (the "Assignment of Rents"); and

**WHEREAS**, MPS assigned the Note, along with the documents securing the NSP Loan evidenced by the Note, to the City pursuant to that certain Assignment of Mortgage and Documents dated as of February 16, 2010 (the "Assignment of Mortgage"); and

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

**WHEREAS**, the City, MPS, MPS LLC and New Pisgah entered into that certain Assignment, Assumption and Amendment of Documents dated as of June 20, 2012 (the "Assignment"), whereby MPS LLC assigned to New Pisgah and New Pisgah assumed all of MPS LLC's rights and obligations under the Documents, and the Documents were amended; and

**WHEREAS**, the Original Regulatory Agreement was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on March 3, 2010 as Document No. 1006226045; the Redevelopment Agreement was recorded in the Recorder's Office on March 3, 2010 as Document No. 1006226046; the Mortgage was recorded in the Recorder's Office on March 3, 2010 as Document No. 1006226048; the Assignment of Rents was recorded in the Recorder's Office on March 3, 2010 as Document No. 1006226049; the Assignment of Mortgage was recorded in the Recorder's Office on March 3, 2010 as Document No. 100622050; and the Amended Regulatory Agreement was recorded in the Recorder's Office on June 22, 2012 as Document No. 1217410054; and the Assignment was recorded in the Recorder's Office on June 27, 2012 as Document No. 1217910058; and

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

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

**WHEREAS**, New Pisgah holds legal title to the Property; and

**WHEREAS**, pursuant to the Redevelopment Agreement, New Pisgah secured from PNC Bank, N.A. (the "Senior Lender") construction financing for the rehabilitation of the Property and permanent financing (the "Senior Permanent Loan") to refinance the Property upon completion of rehabilitation of the Property; and

**WHEREAS**, New Pisgah has completed the Required Work for the Property and leased all units in the building; and

**WHEREAS**, New Pisgah has paid off the outstanding indebtedness of the Senior Permanent Loan; and

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**WHEREAS**, the Senior Lender has caused a release to be recorded in the Recorder's Office on February \_\_\_\_, 2014, which release operates as a cancellation and release of the Senior Loan; and

**WHEREAS**, the Parties now desire to execute this Amendment to reflect the agreement of the Parties and to amend the Documents as set forth herein.

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

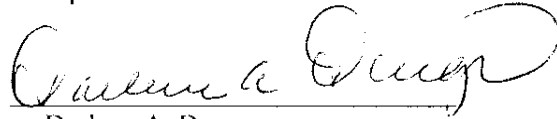
1. The above recitals are hereby incorporated as if fully set forth herein.
2. The Documents are hereby amended by deleting any and all references to "Department of Housing and Economic Development" and replacing them with "Department of Planning and Development." The Documents are hereby further amended by deleting any and all references to "HED" and replacing them with "DPD."
3. Any and all references to the original principal amount of the NSP Loan and/or Note stated in any of the Documents are hereby deleted in their entirety and replaced by \$787,249.
4. The obligations of New Pisgah under the NSP Loan remain in full force and effect.
5. This Amendment shall not be construed as a novation of existing indebtedness, and nothing contained herein shall be construed to impair the rights of the City as the holder of the Note. The Documents shall continue to remain in full force and effect without loss of priority.
6. Each party will execute and deliver any additional documents and instruments necessary or appropriate to effectuate this Amendment.
7. This Amendment applies to and binds the Parties hereto and their respective heirs, administrators, executors, successors and assigns.
8. This Amendment shall be governed and construed in accordance with the internal laws of the State of Illinois.
9. If any provision of this Amendment, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Amendment shall be construed as if such invalid part were never included herein, and this Amendment shall be and remain valid and enforceable to the fullest extent permitted by law.
10. This document may be executed in counterparts, which, when taken together, shall constitute one original document.

(SIGNATURE PAGE FOLLOWS)

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

**Mercy Portfolio Services**, a Colorado non-profit corporation

By: 

Name: Darlene A. Dugo

Title: Vice President

**New Homes by New Pisgah, NFP**, an Illinois not-for-profit corporation

By: 

Name: Stanley Smith

Title: President

**CITY OF CHICAGO**, an Illinois municipal corporation, acting by and through its Department of Planning and Development

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

Name: Andrew J. Mooney

Title: Commissioner

Property of Cook County Clerk's Office

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

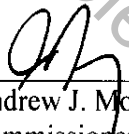
**Mercy Portfolio Services**, a Colorado non-profit corporation

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

**New Homes by New Pisgah, NFP**, an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Name: Stanley Smith  
Title: President

**CITY OF CHICAGO**, an Illinois municipal corporation acting by and through its Department of Planning and Development

By:  \_\_\_\_\_  
Name: Andrew J. Mooney  
Title: Commissioner

Property of Cook County Clerk's Office

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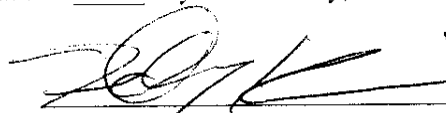
STATE OF ILLINOIS )

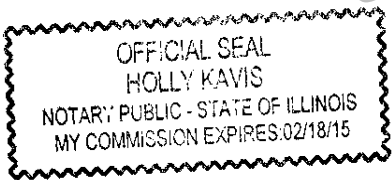
) SS.

COUNTY OF COOK )

I, Holly Kavis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Darlene A. Dugo, personally known to me to be the Vice President of Mercy Portfolio Services, a Colorado non-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that she signed and delivered the foregoing instrument pursuant to authority given by said company, as her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 10<sup>th</sup> day of February, 2014.

  
\_\_\_\_\_  
NOTARY PUBLIC



Property of Cook County Clerk's Office





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STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

I, Patricia Sulewski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Planning and Development of the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as the Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 4<sup>th</sup> day of February, 2014.

Patricia Sulewski  
NOTARY PUBLIC



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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 45 (EXCEPT THE SOUTH 12.75 FEET) AND ALL OF LOT 46 IN BLOCK 2 IN HIGH RIDGE ADDITION TO AUBURN, BEING A SUBDIVISION OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 7914-16 South Carpenter Street, Chicago, IL 60620

PIN: 20-32-202-019-0060

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