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This instrument was prepared by:

Thomas R. Burns, Esq.
Phillips Lytle LLP
28 East Main Street, 14th Fl.
Rochester, New York 14614

and after recording return to:

One Mortgage Partners Corp.
c/o JPMorgan Chase Bank, N.A.
201 North Central Avenue, 14th Fl.
Mail Code: AZ-1240
Phoenix, Arizona 85004-0073
Attention: Linda J. Bortrager



Doc#: 1433718118 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/03/2014 03:45 PM Pg: 1 of 9

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For Recorder's Use Only

PLEDGE AGREEMENT AND COLLATERAL ASSIGNMENT OF MORTGAGE

THIS PLEDGE AGREEMENT AND COLLATERAL ASSIGNMENT OF MORTGAGE (this "Agreement"), is entered into as of December 1, 2014, by and between Hispanic Housing Development Corporation, an Illinois not for profit corporation ("Pledgor"), and One Mortgage Partners Corp., a Vermont corporation ("Pledgee").

WITNESSETH:

WHEREAS, Pledgor has qualified for an award in the amount of Four Hundred Twenty Thousand and No/100 Dollars (\$420,000.00) (the "AHP Subsidy") through the Federal Home Loan Bank of Chicago's Affordable Housing Program ("AHP Program") for Cicero and George Elderly Apartments, a 70-unit multifamily apartment building to be constructed at 4800 W. George Street (a/k/a 2900-12 N. Cicero Avenue) (the "Project");

WHEREAS, Pledgor has used or will use the proceeds of the AHP Subsidy to make a loan to Cicero & George Limited Partnership, an Illinois limited partnership (the "Partnership"), which loan is evidenced by a Promissory Note (AHP Loan) dated as of December 1, 2014 in the amount of Four Hundred Twenty Thousand Dollars (\$420,000.00) from the Partnership to Pledgor (the "Partnership Note") and is secured by that certain Third Junior Mortgage, Assignment of Rents and Security Agreement dated as of December 1, 2014 by the Partnership in favor of Pledgor and recorded concurrently herewith in the Cook County, Illinois Recorder's Office ("Recorder's Office") encumbering the real property legally described in **Exhibit A** attached hereto and made a part hereof (the "Partnership Mortgage");

WHEREAS, Pledgor, Pledgee, and the Partnership have entered into an Retention/Repayment Agreement for Rental Projects Using Low Income Housing Tax Credits (LIHTC) Affordable Housing Program Repayment Agreement dated as of December 1, 2014 and recorded concurrently herewith in the Recorder's Office (the "AHP Retention Agreement"),

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which sets forth the terms under which Pledgee may be entitled to recapture the AHP Subsidy from the Partnership and Pledgor;

WHEREAS, as security for the payment and performance of the obligations of the Pledgor and the Partnership to Pledgee in connection with (i) the AHP Retention Agreement, (ii) the Affordable Housing Program Agreement for project no. 2013A070553 with an effective date of November 25, 2013 among the Federal Home Loan Bank of Chicago, Pledgor, and Pledgee, and (iii) any other document executed by Pledgor or the Partnership in connection with the award of the AHP Subsidy (collectively, the "Subsidy Documents"), Pledgor has agreed to (a) pledge to Pledgee all of Pledgor's right, title and interest in and to the Partnership Note, and (b) assign to Pledgee all of Pledgor's right, title and interest in and to the Partnership Mortgage;

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

Section 1 - Pledge and Assignment

Pledgor hereby:

- (a) assigns and pledges to the Pledgee and grants to the Pledgee a first security interest in the Partnership Note, together with the proceeds thereof, and
- (b) assigns its right, title and interest in and to the Partnership Mortgage

to Pledgee to secure payment and performance of the obligations of Pledgor and the Partnership under the Subsidy Documents and any and all other obligations and liabilities of Pledgor and the Partnership to Pledgee incurred in connection with the AHP Subsidy (collectively, the "Obligations").

Section 2 - Representations, Warranties and Covenants of Pledgor

Pledgor hereby represents and warrants to Pledgee:

(a) it is duly organized, validly existing and in standing as a not-for-profit corporation under the laws of the State of Illinois, has full and adequate corporate power to own its properties and conduct its business as now conducted, and is duly licensed and/or qualified and in good standing in each jurisdiction in which the nature of its business conducted by it or the nature of the properties owned or leased by it requires such licensing or qualification, and

(b) that Pledgor is the legal and beneficial owner of the Partnership Note and Partnership Mortgage, free and clear of any and all pledges, liens, security interests, charges and other encumbrances, and has the right and power to enter into this Agreement. Pledgor covenants that, while this Agreement is in full force and effect and until its termination as provided in Section 4 hereof, Pledgor shall not enter into any amendment or modification of the Partnership Note or Partnership Mortgage without the consent of Pledgee, which consent shall not

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unreasonably be withheld. While this Agreement is in full force and effect and until its termination as provided in Section 4 hereof, Pledgee shall retain possession of the Partnership Note.

Section 3 - Default

(a) Any default or failure by Pledgor or the Partnership to timely perform their respective obligations under any of the Subsidy Documents, which default or failure continues after the expiration of any applicable cure period, shall constitute a default by the Pledgor hereunder and shall entitle the Pledgee to exercise its rights under Section 3(b) hereof or any other rights which the Pledgee may have at law or in equity.

(b) Subject to the terms and conditions of this Agreement, upon the occurrence of any event of default described in Section 3(a) above, the Pledgee may elect any one or more of the following remedies, which election shall not prevent the Pledgee from exercising each and every other right and remedy which the Pledgee may possess hereunder or at law or in equity:

(i) Pledgee may demand that all future payments under the Partnership Note be made directly to Pledgee as such payments become due, and, in such event, Pledgee shall account for and return any excess to Pledgor; and

(ii) Pledgee may exercise any and all rights and accrued remedies against the Partnership as set forth in the Partnership Note, against the Partnership or Pledgor as set forth in the AHP Retention Agreement and other Subsidy Documents, and/or against the Partnership as provided in the Partnership Mortgage (including without limitation foreclosing upon the Partnership Mortgage, if the Partnership is in default thereunder).

(c) Anything contained herein to the contrary notwithstanding, any funds, monies, proceeds, or other property received by the Pledgee upon exercise of any right or remedy hereunder may be retained by the Pledgee only to the extent of actual damages suffered by the Pledgee on account of a default by the Pledgor and/or Partnership under any of the Subsidy Documents (including, without limitation, any obligation to return the grant representing the AHP Subsidy to the Federal Home Loan Bank of Chicago), and any balance of such funds, monies, proceeds, or other property shall be promptly delivered to the Pledgor.

(d) So long as there exists no default hereunder or under the AHP Retention Agreement or Partnership Mortgage, Pledgor shall be entitled to receive all interest due and payable, if any, on the Partnership Note (subject to the AHP regulatory requirement in the Partnership Note that all such payments shall be delivered to the Federal Home Loan Bank of Chicago).

(e) So long as there exists no default under the Partnership Note, the Partnership Mortgage or any of the Subsidy Documents, Pledgee shall have no right to enforce any remedies against the Partnership thereunder.

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Section 4 - Termination

This Agreement and all of its terms, covenants, and conditions shall remain in full force and effect for so long as any Obligations under the Subsidy Documents remain unfulfilled, in whole or in part. At such time as all such Obligations are completely fulfilled, this Agreement shall terminate and shall cease to be of further force and effect, provided that Pledgor is not then in default of any of the terms, covenants, or conditions hereof. At such time of termination, Pledgee shall return the Partnership Note to Pledgor and execute and file for record a release of this Agreement. Pledgee's executed release of the AHP Retention Agreement following the expiration of the 15-year AHP Program compliance period shall also evidence that the Obligations have been completely fulfilled.

Section 5 - Miscellaneous

(a) This Agreement, which shall be governed by and interpreted in accordance with the laws of the State of Illinois, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and permitted assigns.

(b) Any modification or amendment to this Agreement shall be effective only if in writing and executed by Pledgor and Pledgee.

(c) All rights and remedies provided herein or otherwise existing at law or in equity are cumulative and the exercise of one or more of such rights or remedies by Pledgee shall not preclude or waive its right to exercise any or all of the other such rights and remedies.

(d) Any notice furnished hereunder shall be in writing and sent by certified or registered mail, return receipt requested, and shall be effective two (2) days following mailing. Notices shall be addressed to the parties at their addresses as set forth in the Mortgage.

(e) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for the purposes, but all of which shall constitute one and the same document.

(f) If the Project is assisted by federal tax credits and in the event that Pledgee acquires ownership of the Project as a result of a foreclosure of the Partnership Mortgage, Pledgee agrees, by executing this Agreement, that it will comply with the three-year extended use requirements specified in Section 42(h)(6)(E)(ii) of the Internal Revenue Code, as amended.

Section 6 - Waiver of Special Damages

To the full extent permitted by applicable law, Pledgor shall not assert, and hereby waives, any claim against the Pledgee on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the loan or the use of the proceeds thereof.

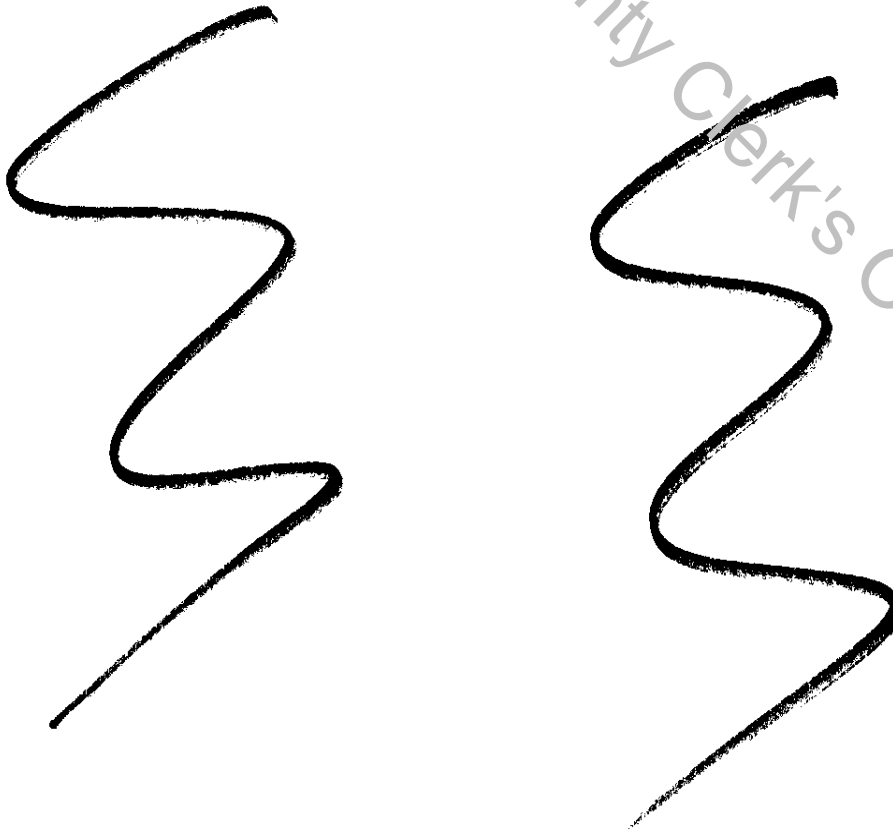
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Section 7 - Waiver of Jury Trial

THE PLEDGOR AND THE PLEDGEE HEREBY WAIVE, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.

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EXHIBIT A

Legal Description of the Land

LOTS 6, 7, 8, 9 AND 10 IN BLOCK 2 IN FALCONERS SECOND ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

PINS: 13-28-223-029, 13-28-223-030, 13-28-223-031, 13-28-223-032, and 13-28-223-033 ✓

Commonly Known As 4800 W. George Street (a/k/a 2900-12 N. Cicero Avenue), Chicago, Illinois 60641 ✓

Property of Cook County Clerk's Office