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This instrument was prepared by and after recording, this instrument should be returned to:

William G. Skalitzky
Applegate & Thorne-Thomsen, P.C.
626 W. Jackson Boulevard, Suite 400
Chicago, Illinois 60661



Doc#: 1513429092 Fee: \$72.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/14/2015 04:12 PM Pg: 1 of 18

GIT 40017001/16

SECOND AMENDMENT TO AMENDED AND RESTATED GROUND LEASE

This Second Amendment to the Amended and Restated Ground Lease (the "Assignment") is entered into this May 14, 2015, by and between **SACRAMENTO AND THOMAS LIMITED PARTNERSHIP**, an Illinois limited partnership (the "Tenant" or "Partnership"), and **NORWEGIAN AMERICAN HOSPITAL INC.**, an Illinois not for profit corporation ("Landlord"), and is acknowledged and approved by **HISPANIC HOUSING DEVELOPMENT CORPORATION**, an Illinois not for profit corporation ("Hispanic Housing").

WHEREAS, Hispanic Housing and Landlord previously entered into that certain Amended and Restated Ground Lease dated February 4, 2015 and recorded as document no. 1503619169 (the "Ground Lease"), which was thereafter assigned, assumed and amended pursuant to the Assignment and Assumption and Amendment of Ground Lease between the Partnership and Hispanic with Landlord's consent dated February 4, 2015 and recorded as document no. 1503619170 (the "Assignment/First Amendment");

WHEREAS, in accordance with Section 17.12 of the Ground Lease, the Landlord and Tenant have agreed to amend the Ground Lease and the Assignment/First Amendment thereto in connection with Tenant's financing for the Project;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby confirmed and includes the mutual covenants and conditions hereinafter set forth, the Landlord and Tenant agree as follows:

1. Capitalized terms not defined herein shall have the meaning ascribed to them in the Ground Lease, as amended by the Assignment/First Amendment.

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2. The final subparagraph of Section 5.01(c) of the Ground Lease, which stated as follows:

“As used herein, the “Construction Requirements” shall be satisfied by Tenant’s delivery to the Landlord of the following documents and information: (1) a copy of a general contract (“Construction Contract”) with Tropic Construction Corp. (“General Contractor”) pursuant to which the General Contractor agrees to construct the Tenant Improvements in accordance with the Plans and Specifications for a guaranteed maximum price stated therein; (2) a budget (“Project Cost Budget”) identifying all hard and soft costs estimated to be incurred by Tenant to achieve Final Completion of the Tenant Improvements, (3) evidence, reasonably acceptable to Landlord, of Lessee’s financial ability to pay the hard and soft costs of the construction of the Development identified in the Project Cost Budget, including evidence of the closing of leasehold mortgage loan financings, evidence of binding equity commitments and evidence of binding commitments for grants and/or other sources of funding in an aggregate amount sufficient to pay such costs; (4) certificates of insurance evidencing the satisfaction of all applicable insurance requirements under this Lease; and (5) a copy of the building permit permitting such construction to commence.”

is hereby deleted and is replaced with the following revised final subparagraph:

“As used herein, the “Construction Requirements” shall be satisfied by Tenant’s delivery to the Landlord of the following documents and information: (1) a copy of a general contract (“Construction Contract”) with Tropic Construction Corp. (“General Contractor”) pursuant to which the General Contractor agrees to construct the Tenant Improvements in accordance with the Plans and Specifications for a guaranteed maximum price stated therein; (2) a budget (“Project Cost Budget”) identifying all hard and soft costs estimated to be incurred by Tenant to achieve Final Completion of the Tenant Improvements, (3) evidence, reasonably acceptable to Landlord, of Lessee’s financial ability to pay the hard and soft costs of the construction of the Development identified in the Project Cost Budget, including evidence of the closing of leasehold mortgage loan financings, evidence of binding equity commitments and evidence of binding commitments for grants and/or other sources of funding in an aggregate amount sufficient to pay such costs; (4) certificates of insurance evidencing the satisfaction of all applicable insurance requirements under this Lease; and (5) a copy of Building Permit No. 100583280 issued March 4, 2015 by the City of Chicago relating to the commencement of construction of the foundation systems for the Building.”

3. Landlord, Partnership and Hispanic Housing (by its countersignature below) hereby confirm that, pursuant to the Assignment/First Amendment, Hispanic Housing assigned to the Partnership and the Partnership assumed all of Hispanic Housing’s rights, title and interest in and duties and obligation arising under the Ground Lease, specifically including the removal of the Parking Improvements under Section 5.01(a), construction of the Building and other Tenant Improvements under Section 5.01(c), the remediation of the Pre-Existing Environmental

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Conditions under Section 5.05, and compliance with the Uniform Relocation Act obligations under Section 5.06; provided, however, the Assignment/First Amendment did not release Hispanic Housing from, and Hispanic Housing specifically retained and hereby retains, its obligation under Section 5.01(c) of the Ground Lease to assure the Partnership's completion of the construction of the Building and other Tenant Improvements in accordance with the Plans and Specifications, the remediation of the Pre-Existing Environmental Conditions and the compliance with the Uniform Relocation Act. To that end, the Partnership shall be primarily responsible for the construction of the Building, and has entered into the Construction Contract with the General Contractor for that purpose. The Partnership shall also be primarily responsible for remediation of the Pre-Existing Environmental Conditions, and has previously entered into contracts with, among others, R.W. Collins Co. and GSG Consultants Inc., for that purpose. Should the Partnership fail to complete the demolition of the Parking Improvements and construction of the Building, or the completion of the remediation of the Pre-Existing Environmental Conditions in accordance with the terms of the Ground Lease, as amended, Landlord may hold the Partnership and Hispanic Housing jointly and severally liable for such failure as provided in Sections 5.01(c) and 18.02 of the Ground Lease.

4. Landlord confirms that the Construction Requirements referenced in Section 5.01(b) and defined in Section 5.01(c) of the Ground Lease, as amended, have been satisfied, and that the Tenant may resume demolition and removal of the Parking Improvements, construction of the Tenant Improvements and remediation of the Pre-Existing Environmental Conditions in accordance with Article V of the Ground Lease upon the earlier of (A) the first business day following the day Landlord has completed construction of the Replacement Parking Lot, and (B) May 15, 2015. Tenant shall promptly provide Landlord with a copy of the final building permit issued by the City for the Tenant Improvements (for purposes hereof, "promptly" shall mean within five (5) business days of the date of issuance of the permit).

5. The definition of "Permitted Transfer" in Article 2 of the Ground Lease, as previously amended in the Assignment/First Amendment, is hereby further amended to state in its entirety as follows:

"Permitted Transfer" shall mean: (a) the Permitted Assignment; (b) after the completion of the construction of the Development, a sale or transfer of the Tenant Property or any portion thereof to a person reasonably acceptable to Landlord, provided, however, that the Landlord's prior written consent shall not be required for any sale, transfer or conveyance of the Tenant Property or any portion thereof to Hispanic Housing Development Corporation following the expiration of the initial fifteen year compliance period required pursuant to 26 U.S.C. Section 42(i)(1); (c) if the Tenant is a limited partnership, any amendment to the Tenant's Organizational Document that is necessary to effectuate the withdrawal, replacement and/or addition of a limited partner, or the withdrawal, replacement or addition of any such limited partner's general partners (or any other ownership interests in and to said limited partner(s)), (d) the transfer of the Tenant Property, or any portion thereof or any interest in Tenant, to a Leasehold Mortgagee (or any nominee of such Leasehold Mortgagee) by foreclosure or deed in lieu of foreclosure or to a third party purchaser at a foreclosure sale in accordance with Section 9.03(a); (e) the removal of a general partner, member or

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manager of Tenant pursuant to a Removal Right in accordance with the provisions of Tenant's Organizational Documents, and the substitution of a replacement general partner, member or manager, as the case may be, by Investor (or an affiliate thereof) or another entity reasonably acceptable to Landlord; (f) a transfer of any interest in the Tenant to a Leasehold Mortgagee as security for such Leasehold Mortgagee's loan to the Tenant, or (g) any other transfer consented to by Landlord in writing.

6. The definition of "Plans and Specifications Permitted Transfer" in Article 2 of the Ground Lease is hereby deleted and is replaced in its entirety with the following definition:

"Plans and Specifications" shall mean the plans and specifications for the construction of the Development prepared by Papageorge Haymes, Ltd. dated January 19, 2015, as modified March 11, 2015 ("Issued for Permit"), which are identified on Exhibit G-1 attached hereto, as such plans and specifications are amended hereafter from time to time. The Landlord's prior written approval for changes to the plans and specifications made after the Effective Date shall not be required except for (i) changes that will increase or decrease the number of stories or units in the Building or (ii) that will materially change the Building's aesthetics.

7. Section 9.03(b) of the Ground Lease is hereby deleted in its entirety, and is replaced with the following provision:

"(b) If an Event of Default by Tenant occurs, Landlord agrees that it will not terminate this Lease or take possession of the Tenant Property until Landlord delivers a written notice to each of the Leasehold Mortgagees stating that an Event of Default exists under this Lease and reasonably describing the Event of Default ("Notice of Tenant Default") and thereafter: (i) any Leasehold Mortgagee shall cure the default within 180 days after expiration of the time for Tenant to cure said default, or if such default cannot reasonably be cured within said 180-day period, and any Leasehold Mortgagee in good faith commences within said 180-day period and thereafter diligently prosecutes all actions required to cure such default, such longer period as may be reasonably necessary; or (ii) within 180 days after notice of such default by Landlord to a Leasehold Mortgagee, such Leasehold Mortgagee commences legal proceedings (herein called "foreclosure proceedings") to foreclose *either* the lien of its Leasehold Mortgage or its security interest in the General Partner's partnership interest in the Tenant and if such Leasehold Mortgagee diligently proceeds with its foreclosure proceedings or obtains a deed or assignment in lieu of foreclosure (including seeking to be put in possession as mortgagee-in-possession or seeking to obtain the appointment of a receiver in such foreclosure proceedings). The foregoing 180 day periods shall be extended for so long as such Leasehold Mortgagee is enjoined or stayed in any bankruptcy or insolvency proceedings filed by or against Tenant. In addition, an Event of Default may be specific to Tenant's status, solvency or condition and therefore, cannot be cured by the payment of money or the taking of affirmative action by such Leasehold Mortgagee ("Incurable Tenant Default"). Nothing in

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this Article 9 shall require any Leasehold Mortgagee, as a condition to the exercise of rights provided under this Article 9, to cure any Incurable Tenant Default. Landlord shall not terminate the Lease or take possession of the Tenant Property solely upon the occurrence of an Incurable Tenant Default, until the cure period provided in (b)(ii) above has expired without any Leasehold Mortgagee having commenced foreclosure proceedings. The foregoing shall not be deemed to excuse a Leasehold Mortgagee from performing covenants relating to the construction or condition of the Tenant Improvements on the Leasehold Estate or other similar matters requiring access to and/or control of the Tenant Property from and after such time as such Leasehold Mortgagee acquires control of the Tenant through foreclosure of its security interest in the General Partner or possession of the Tenant Property or Tenant's Leasehold Estate by receivership, foreclosure or otherwise, provided that the Construction Completion Deadline shall be extended accordingly during any such period given to initiate and complete any foreclosure proceeding. If no Leasehold Mortgagee commences and prosecutes either curative action or foreclosure proceedings within the time periods as provided above, Landlord may invoke any or all of its remedies under this Lease, including the remedy of termination. In the event the purchaser at the foreclosure sale or the assignee of such purchaser or the recipient of any deed or assignment in lieu of foreclosure acquires the Leasehold Estate and Tenant's interest in the Tenant Improvements, such purchaser or assignee shall thereupon become Tenant under this Lease and shall be conclusively deemed to have assumed, and hereby agrees to assume and perform each and all of Tenant's obligations and covenants hereunder from and after the date that such purchaser or assignee acquires the Leasehold Estate and Tenant's interest in the Tenant Improvements. Such obligations shall include the correction or cure of any waste committed by Tenant with respect to the Property or Tenant Property."

8. The following text is added as a new Section 9.03(f):

"(f) If this Lease shall be terminated by reason of the rejection of this Lease by a debtor in possession or a trustee or receiver appointed by a court of competent jurisdiction in bankruptcy or insolvency proceedings involving Tenant, then Landlord shall with reasonable promptness seek to obtain possession of the Real Estate and title to the Tenant Improvements. Upon acquiring such possession and title, Landlord shall notify all Leasehold Mortgagees. Each of the Leasehold Mortgagees (in the order of priority of their respective Leasehold Mortgages), or a nominee of a Leasehold Mortgagee designated by such Leasehold Mortgagee by written notice to Landlord, shall have ninety (90) days from the date of such notice of acquisition to elect to take a new lease on the Real Estate and a conveyance of Landlord's interest, if any, in the Tenant Improvements. Landlord shall, subject to applicable bankruptcy laws and/or the order of a court of competent jurisdiction, enter into a new lease with a Leasehold Mortgagee (or with the nominee of such Leasehold Mortgagee) and convey title to the Tenant Improvements to such Leasehold Mortgagee (or such nominee) by quitclaim deed, provided that:

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(i) such Leasehold Mortgagee has made written request of Landlord for a new lease on the Real Estate and a conveyance of the Landlord's interest in the Tenant Improvements within the ninety (90) days next following the date of termination of this Lease aforesaid and either the prior written consent of any superior Leasehold Mortgagee is obtained or the ninety (90) days have expired without such superior Leasehold Mortgagee requesting a new lease and conveyance of the Tenant Improvements hereunder; and

(ii) at the time of termination of this Lease, and at the time of such Leasehold Mortgagee's written request for a new lease and deed, and at the time of execution and delivery of such new lease by and between Landlord and such Leasehold Mortgagee (or the nominee of such Leasehold Mortgagee, as the case may be), such Leasehold Mortgagee (or such nominee) shall have cured all defaults of Tenant under this Lease that can reasonably be cured by such Leasehold Mortgagee; and

(iii) the obligations secured by such Leasehold Mortgagee's Leasehold Mortgage have not been paid in full prior to such Leasehold Mortgagee notifying Landlord of its election to take a new lease under this Section; and

(iv) In consideration of Landlord's execution and delivery of the new ground lease, concurrently with the recordation thereof, such Leasehold Mortgagee shall: (A) cause the tenant's leasehold estate under the new ground lease and the fee simple title to the Tenant Improvements (collectively, the "New Lease Property") to be made subject to the lien of all Leasehold Mortgages (and related documents) that encumbered the Tenant Property immediately prior to the termination of this Lease (the "Existing Documents"); and/or (B) execute or cause to be executed, and recorded, new leasehold mortgages (and related documents), with the same terms as the Existing Documents, encumbering the New Lease Property; and (C) take all other actions necessary to place such Leasehold Mortgagees in the same position under the new ground lease as immediately prior to the termination of this Lease.

Such new lease shall have a term equal to the unexpired portion of the Term of this Lease and shall, except as otherwise expressly provided herein, be on the same terms and conditions as contained in this Lease. Landlord shall deliver possession of the Real Estate and Tenant Improvements immediately upon execution of the new lease. Upon executing a new lease, the Leasehold Mortgagee (or the nominee of the Leasehold Mortgagee, as the case may be) shall pay to Landlord the amount by which (A) the sum of any unpaid Rent due under this Lease (or which would have been due under this Lease if it had not been terminated) from the date that Landlord obtains possession of the Real Estate and Tenant Improvements to the commencement date of the new lease, plus any taxes that were liens on the Real Estate and/or the Tenant Improvements and which

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were paid by Landlord, exceeds (B) any rent or other income received by Landlord from the Real Estate and/or the Tenant Improvements, net of any operating expenses incurred in connection with the operation of the Real Estate and Tenant Improvements, during the period after Landlord obtains possession to (but not including) the commencement date of the new lease. Such Leasehold Mortgagee (or the nominee of the Leasehold Mortgagee, as the case may be) shall also pay or reimburse Landlord for all costs and expense, including reasonable attorneys fees, incurred by Landlord in connection with the new lease transaction. A Leasehold Mortgagee shall not have the right to elect to take a new lease if the entire indebtedness secured by such Leasehold Mortgage is paid in full prior to the Leasehold Mortgagee notifying Landlord of its election to take a new lease. Concurrently with the execution, delivery and recording of the new lease, this Lease shall be deemed to have terminated. The rights granted to Leasehold Mortgagees pursuant to this Section shall be exercisable by Leasehold Mortgagees in the same priority as the liens of their respective mortgages.”

9. The original Section 9.03(f) of the Ground Lease is hereby (i) renumbered to Section 9.03(g), and (ii) is deleted in its entirety and is replaced with the following new Section 9.03(g):

“(g) Notwithstanding any provisions to the contrary in Sections 6.05, 6.07, 6.08, 9.03(b), 11.02 or 20.03, Landlord agrees (without waiving any rights that Landlord may have against any former Tenant) that: (a) no Leasehold Mortgagee or purchaser at a foreclosure sale or assignee or transferee in lieu of foreclosure of a Leasehold Mortgage that succeeds to the Leasehold Estate and becomes a successor Tenant hereunder (a “Successor”) shall have any liability under this Lease for acts or omissions taking place prior to the date it acquires record title to the Leasehold Estate and becomes a successor to Tenant under this Lease, except (i) as provided in Section 9.03(f) in connection with a new lease, and (ii) for any then existing indemnity obligation of the former Tenant that relates to an act, omission or condition that continues after such Successor’s succession to Tenant’s possessory or leasehold interest and gives rise to additional damages or claims after such succession; (b) such Successor shall not be required to cure an Incurable Tenant Default; and (c) failure by such Successor to cure an Incurable Tenant Default or to assume such existing indemnification obligations of the former Tenant shall not constitute a basis for not recognizing such Successor as the successor Tenant or for terminating this Lease.

Any liability to Landlord or Landlord's successors and assigns shall be limited to the value of each Leasehold Mortgagee's or its successor's designee's or affiliate's respective interest in the Tenant Property. If a Leasehold Mortgagee or its successor, designee or affiliate shall succeed to the interest of Tenant under this Lease, whether as a purchaser at a foreclosure sale or by the acceptance of a deed-in-lieu of foreclosure, such Leasehold Mortgagee, successor, designee or affiliate shall (a) not be liable for any act or omission of Tenant, and (b) be released from all liability prior to the date such Leasehold Mortgagee or its designee or affiliate

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succeeds to the interest of Tenant, such release being automatic with no further action required by any party hereto.”

10. Section 12.01 of the Ground Lease is hereby deleted and is replaced with the following provision:

Total Taking. If, during the Term of this Lease, the entire Property, Tenant Property, or such substantial portion thereof of either shall be taken by the exercise of the power of eminent domain, and as a result thereof, the Tenant, exercising reasonable good faith judgment and with the prior written approval of the First Leasehold Mortgagee, determines it is economically infeasible to continue to operate the remaining portion of the Property or Tenant Property for the purposes herein stated, this Lease shall terminate on the date of vesting of title in the condemnor under such eminent domain proceedings, and all Rent and other sums payable by Tenant hereunder shall be prorated to the date of such vesting, and thereafter Tenant shall be relieved of all obligations to pay the Rent and to otherwise perform its agreements, obligations and undertakings under this Lease except those that expressly survive the termination of this Lease. Tenant shall be entitled to an award equal to the fair market value of the Leasehold Estate in the Property as to the time of the taking, and Landlord shall be entitled an award equal to the value of the Landlord's reversionary interest in the Property at the time of the taking. The awards granted with respect to such eminent domain proceedings shall be separately determined and computed by the court having jurisdiction of such proceedings, and separate awards to Landlord and Tenant shall be made and entered, and said awards shall be paid to Landlord and, subject to Section 12.05 below, to Tenant, respectively. If this Lease is terminated under this Section, then Tenant shall, if so directed by Landlord, demolish and/or remove any damaged Existing Improvements or Tenant Improvements on any remaining Property or Tenant Property, as applicable, at the sole cost and expense of Tenant. The obligation under this Lease to demolish and/or remove the Tenant Improvements under the foregoing sentence shall not apply to any Leasehold Mortgagee (or nominee of a Leasehold Mortgagee) that succeeds to Tenant's interest under this Lease through foreclosure of its Leasehold Mortgage or deed in lieu thereof.”

11. Article 16 of the Ground Lease is further revised to provide the following address for notices to the Investor and the Leasehold Mortgagees:

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Investor:

Bank of America, N.A.
Banc of America CDC Special Holding Company, Inc.
c/o Bank of America Merrill Lynch
Tax Credit Equity Investment Asset Management
NC1-007-11-25
100 North Tryon Street
Charlotte, NC 28202
Attention: Nicole Baldon, Vice President
Facsimile: 980/386-6662

Leasehold Mortgagees:

Bank of America, N.A.
Loan Administration
Mail Code: FL1-400-06-10
101 E. Kennedy Boulevard
Tampa, Florida 33602
Attention: Loan Administration Manager

and to:

City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street, Room 1000
Chicago, IL 60602
Attention: Commissioner

with copies to:

City of Chicago
Department of Law
Finance and Economic Development Division
121 North LaSalle Street, Room 600
Chicago, IL 60602

and to:

IFF
One North LaSalle Street, Suite 700
Chicago, Illinois 60602
Attention: President

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12. Exhibit C-1 to the Ground Lease is hereby replaced in its entirety with Amended Exhibit C-1. In accordance with Section 17.13, Exhibits G-1 is incorporated by reference into the Ground Lease and constitutes a material part of the Ground Lease.

13. Exhibit G to the Ground Lease is hereby replaced in its entirety with Exhibit G-1 attached hereto. In accordance with Section 17.13, Exhibits G-1 is incorporated by reference into the Ground Lease and constitutes a material part of the Ground Lease.

14. Except as herein provided, the Ground Lease is unamended and remains in full

15. This Second Amendment may be executed in counterparts, each taken together with the other counterparts shall constitute one instrument, binding and enforceable against each signatory to any counterpart instrument.

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Property of Cook County Clerk's Office

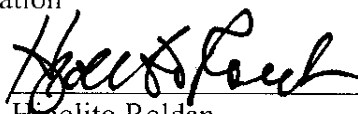
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IN WITNESS WHEREFORE, the Landlord and Tenant have executed this Second Amendment to the Amended and Restated Ground Lease as of the day first written above.

TENANT:

SACRAMENTO AND THOMAS LIMITED PARTNERSHIP, an Illinois limited partnership

By: Sacramento and Thomas Corporation, an Illinois corporation

By: 
Hipolito Roldan
President

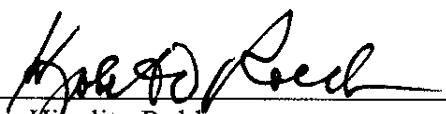
LANDLORD:

NORWEGIAN AMERICAN HOSPITAL INC., an Illinois not for profit corporation

By: _____
Name:
Title:

Acknowledged and Approved

HISPANIC HOUSING DEVELOPMENT CORPORATION,
an Illinois not for profit corporation

By: 
Hipolito Roldan
President

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IN WITNESS WHEREFORE, the Landlord and Tenant have executed this Second Amendment to the Amended and Restated Ground Lease as of the day first written above.

TENANT:

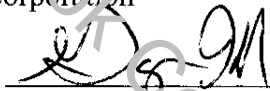
SACRAMENTO AND THOMAS LIMITED PARTNERSHIP, an Illinois limited partnership

By: Sacramento and Thomas Corporation, an Illinois corporation

By: _____
Hipolito Roldan
President

LANDLORD:

NORWEGIAN AMERICAN HOSPITAL INC., an Illinois not for profit corporation

By:  _____
Name: GAL KRUGEL
Title: Chief Financial Officer

Acknowledged and Approved

HISPANIC HOUSING DEVELOPMENT CORPORATION,
an Illinois not for profit corporation

By: _____
Hipolito Roldan
President

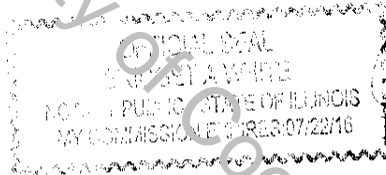
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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Hipolito Roldan, known to me to be the President of Hispanic Housing Development Corporation, an Illinois not for profit corporation ("HHDC"), and who is 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 signed and delivered said instrument pursuant to authority given by the directors of HHDC as his own free and voluntary act and as the free and voluntary act of HHDC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 14 day of May, 2015.

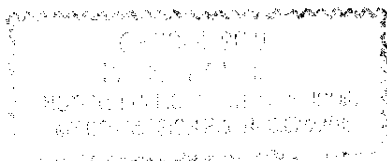


Bridget A. White
Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The undersigned, a Notary Public in and for the county and State aforesaid do hereby certify that Hipolito Roldan, personally known to me to be the President of Sacramento and Thomas Corporation, an Illinois corporation (the "General Partner"), the sole general partner of Sacramento and Thomas Limited Partnership, an Illinois limited partnership (the "Partnership"), who is 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 as such officer he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the General Partner and the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 14 day of May, 2015.



Bridget A. White
Notary Public

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EXHIBIT A Legal Description

PARCEL 1:

LEASEHOLD ESTATE CREATED BY THE AMENDED AND RESTATED GROUND LEASE MADE BY AND BETWEEN NORWEGIAN AMERICAN HOSPITAL, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION, LANDLORD, AND HISPANIC HOUSING DEVELOPMENT CORPORATION, AN ILLINOIS NOT FOR PROFIT CORPORATION, TENANT, DATED AS OF FEBRUARY 4, 2015, WHICH LEASE WAS RECORDED FEBRUARY 5, 2015 AS DOCUMENT NUMBER 1503619169 AND ASSIGNED TO SACRAMENTO AND THOMAS LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP BY THE ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE MADE BY AND AMONG HISPANIC HOUSING DEVELOPMENT CORPORATION, AN ILLINOIS NOT FOR PROFIT CORPORATION, ASSIGNOR, SACRAMENTO AND THOMAS LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, ASSIGNEE, AND NORWEGIAN AMERICAN HOSPITAL, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION, LANDLORD, DATED FEBRUARY 4, 2015, RECORDED FEBRUARY 5, 2015 AS DOCUMENT NO. 1503619170, DEMISING AND LEASING FOR A TERM OF 99 YEARS COMMENCING ON FEBRUARY 4, 2015 AND EXPIRING ON JANUARY 31, 2114, THE FOLLOWING DESCRIBED PREMISES TO WIT:

LOTS 1 THROUGH 6, BOTH INCLUSIVE, EXCEPT THE EAST 33.25 FEET OF SAID LOT 6; LOTS 7 THROUGH 12, BOTH INCLUSIVE, TOGETHER WITH THE NORTH/SOUTH 16 FOOT ALLEY, VACATED BY THE ORDINANCE RECORDED MARCH 1, 1995 AS DOCUMENT NO. 95143450, ALL IN BLOCK 5, IN CARTER'S RESUBDIVISION OF BLOCKS 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15 AND LOTS 2, 4 AND 5 IN BLOCK 17 IN CARTER'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 7 IN CLIFFORD'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, THEREON.

PARCEL 2:

FEE SIMPLE TITLE TO ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, ON THE LEASEHOLD ESTATE HEREINABOVE DESCRIBED AS PARCEL 1.

PARCEL 1 (FEE ESTATE PINS): 16-01-305-001; 16-01-305-002; 16-01-305-003; 16-01-305-004; 16-01-305-005; 16-01-305-006; 16-01-305-007; 16-01-305-008; 16-01-305-009; and 16-01-305-010 (this PIN -010 affect this and other property)

COMMONLY KNOWN AS: 1045 N. Sacramento Avenue, Chicago, Illinois

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AMENDED EXHIBIT C-1

Construction Period by Lien Priority

1. Bank of America, N.A. ("First Leasehold Mortgagee") in connection with its construction loan in the approximate amount of \$7,550,000 to the Partnership.
2. City of Chicago ("Second Leasehold Mortgagee") in connection with its loan in the approximate amount of \$1,500,000 to the Partnership
3. Hispanic Housing Development Corporation ("Third Leasehold Mortgagee") in connection with its loan in the approximate amount of \$125,000 to the Partnership
4. IFF ("Fourth Leasehold Mortgagee") in connection with a \$392,806 loan from Hispanic Housing Development Corporation funded Affordable Housing Program grant funds, which loan shall be pledged and assigned by Hispanic Housing Development Corporation to IFF
5. Bank of America, N.A. ("Fifth Leasehold Mortgagee") in connection with its construction/permanent loan in the approximate amount of \$1,000,000 to the Partnership

Permanent Period by Lien Priority

1. IFF ("First Leasehold Mortgagee")* in connection with its permanent loan in the approximate amount of \$360,000 to the Partnership
2. City of Chicago ("Second Leasehold Mortgagee")
3. Hispanic Housing Development Corporation ("Third Leasehold Mortgagee")
4. IFF ("Fourth Leasehold Mortgagee") in connection with the \$392,806 loan
5. Bank of America, N.A. ("Fifth Leasehold Mortgagee")

*IFF shall become the First Leasehold Mortgagee upon the repayment in full of the Bank of America, N.A. construction loan; prior to such repayment, all references to the First Leasehold Mortgagee shall be to Bank of America, N.A.

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EXHIBIT G-1

PLANS AND SPECIFICATIONS

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