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1526516085

Doc#: 1526516085 Fee: \$52.00

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 09/22/2015 04:10 PM Pg: 1 of 8

LIBERTY COMMONS  
FHA PROJECT NO. 071-11196  
CHICAGO, IL

211790  
MODIFICATION AGREEMENT  
(Mortgage)

THIS MODIFICATION AGREEMENT (this "Agreement") is dated as of September 1, 2015, and effective October 1, 2015, by and among BETHLEHEM LTD., an Illinois not-for-profit corporation (hereinafter called "Borrower"); OPPENHEIMER MULTIFAMILY HOUSING & HEALTHCARE FINANCE, INC., a Pennsylvania corporation, FKA Evanston Financial Corporation (hereinafter called "Lender"); and the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, acting by and through the Federal Housing Commissioner (hereinafter called the "Secretary").

Recitals.

A. Borrower is the owner of an apartment project located in Chicago, Illinois, commonly known as Liberty Commons, FHA Project No. 071-11196 (the "Project"), on that real property described in Exhibit A, attached hereto and made a part hereof.

B. Borrower has financed the Project with a mortgage loan (the "Mortgage Loan") in the original principal amount of 4,824,900.00, made to Borrower by Lender.

C. The Mortgage Loan is insured by the Secretary under Section 207/223(f) of the National Housing Act, as amended.

D. The Mortgage Loan is evidenced by a Mortgage Note dated as of April 1, 2010, in the principal amount of \$4,824,900 executed by Borrower in favor of Lender (the "Note"), which Note was endorsed by an Authorized Agent of the Secretary on April 15, 2010 and is secured, inter alia, by (i) a Mortgage, dated as of April 1, 2010, executed by Borrower in favor of Lender, which Mortgage was recorded on April 14, 2010, with the Cook County Recorder, Illinois (the "Recorder") as Document No. 1010416028 (the "Mortgage"); (ii) a Security Agreement dated as of April 1, 2010, executed by Borrower in favor of Lender (the "Security Agreement"); and (iii) certain UCC Financing Statements (the "UCC Financing Statements") naming the Borrower as debtor and Lender and the Secretary as secured parties, and filed or recorded, as applicable, against (a) the personal property component of the Project on April 20, 2010 with the Illinois Secretary of State as Financing Statement No. 015198184, and (b) the real property component of the Project on April 14, 2010 with the Recorder as Document No. 1010416030.

E. In connection with the Mortgage Loan, Borrower and the Secretary entered into a certain Regulatory Agreement for Multifamily Housing Projects dated as of April 1, 2010, which Regulatory Agreement was recorded on April 14, 2010 with the Recorder as Document No. 1010416029 (the "Regulatory Agreement"). The Regulatory Agreement is incorporated by reference into and made a part of the Mortgage.

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F. The Note, Mortgage, Security Agreement, UCC Financing Statements, Regulatory Agreement, and all other documents executed in connection with the Mortgage Loan, as the same may have been or may be amended and/or modified, are hereinafter referred to as the "Loan Documents."

G. Under the Mortgage, Security Agreement, and UCC Financing Statements, Lender holds a first lien security interest in the real property described in Exhibit A, including the Project, and a security interest in various items of personal property currently or thereafter owned by Borrower with respect to the Project.

H. Pursuant to a Modification of Mortgage Note executed by Borrower and Lender and approved by the Secretary, as of even date herewith (the "Modification of Note"), and as provided herein, the parties have agreed to modify the terms of the Note (i) to reduce the rate of interest therein (see Section 2(A), below), (ii) as a result of such reduction in interest rate, to revise the amount of the monthly installments of interest and principal payable on and after November 1, 2015, so as to reamortize in full the Mortgage Loan over the remaining term thereof, and (iii) to modify the prepayment provisions of the Mortgage Loan.

I. Borrower and Lender now desire to amend the Mortgage, the Regulatory Agreement, and other Loan Documents to conform the terms thereof to the Note, as amended by the Modification of Note, and to amend the Loan Documents in certain other respects as hereinafter described.

## Statement of Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, and in further consideration of the agreements, covenants and stipulations hereinafter set forth, the parties for themselves and for their respective successors and assigns, do hereby agree and covenant as follows:

1. **Recitals; Effective Date.** The foregoing recitals are hereby incorporated by reference as if fully set forth herein. This Agreement and the Modification of Note shall be effective only upon recording of this Agreement with the Recorder following written authorization by Lender to so record this Agreement (the date on which this Agreement is so recorded is sometimes referred to herein as the "Effective Date").

## **2. Amendments to Mortgage, Security Agreement, Regulatory Agreement and Other Loan Documents.**

(A) All references to the rate of interest of the Mortgage Loan, Note, and/or Mortgage which are contained in the Mortgage, Security Agreement, Regulatory Agreement, or any other Loan Document are changed from Four and 85/100ths per centum (4.85%) per annum to: Four and 85/100ths per centum (4.85%) per annum through and including September 30, 2015, and Four and 15/100ths per centum (4.15 %) per annum from and after October 1, 2015.

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(B) The Mortgage, Security Agreement, Regulatory Agreement, and other Loan Documents are each hereby amended so that (a) all references to the "Note" or "note" contained in any of said documents shall be deemed to refer to the Note as modified by the Modification of Note, (b) any reference to the "Mortgage" or "mortgage" contained in any of said documents shall be deemed to refer to the Mortgage, as modified by this Agreement, (c) all references to the "Security Agreement" or "security agreement" contained in any of said documents shall be deemed to refer to the Security Agreement as modified by this Agreement, and (d) all references to the "Regulatory Agreement" or "regulatory agreement" contained in any of said documents shall be deemed to refer to the Regulatory Agreement as modified by this Agreement and (e) all references to any other Loan Document contained in any of said documents shall be deemed to refer to that referenced Loan Document as modified by this Agreement.

## 3. Non-Waiver.

Nothing in this Agreement shall waive, compromise, impair or prejudice any right the Secretary or Lender may have to seek judicial or other recourse for any breach of the Regulatory Agreement that may have occurred prior to or that may occur subsequent to the date of this Agreement. In the event that the Secretary or Lender initiates an action for breach of the Regulatory Agreement and recovers funds, either on behalf of the Secretary or Lender, or on behalf of the Project or Borrower, those funds may be applied, at the discretion of the Secretary, to the payment of the delinquent amount due under the Mortgage or as a partial prepayment of the Mortgage Loan.

## 4. Other Provisions.

(A) Nothing herein contained shall in any manner impair the Note or the security now held for the indebtedness evidenced thereby; nor alter, waive, annul, vary, or affect any provision, condition, or covenant of the Note, Mortgage, Security Agreement, Regulatory Agreement, or any other Loan Document, except as specifically modified and amended herein and in the Modification of Note; nor affect or impair any rights, powers, or remedies under the Note, Mortgage, Security Agreement, Regulatory Agreement, or any other Loan Document except as specifically provided herein. Nor shall any part of this Agreement create a novation or new agreement by and between the parties hereto, it being the intent of the parties hereto that the terms and provisions of the Note, Mortgage, Security Agreement, Regulatory Agreement and other Loan Documents, as amended by this Agreement and the Modification of Note, are expressly approved, ratified, and confirmed, and shall continue and remain in full force and effect except as specifically modified hereby and by the Modification of Note, and that the liens of the Mortgage, Security Agreement, Regulatory Agreement and other Loan Documents and the priority thereof shall be unchanged.

(B) Borrower hereby acknowledges and affirms to Lender that as of the Effective Date, there are no counter-claims, defenses, or set-offs, whether legal or equitable, to Borrower's obligations under the Mortgage, the Note, the Security Agreement, or the other Loan Documents, as amended, and Borrower hereby waives the right to raise or assert any such defenses, set-offs, or counter-claims, as well as any and all other claims, which Borrower has, had, or may have had against Lender with respect to any matter or claim based upon any act, event, occurrence or omission occurring or arising prior to the Effective Date.

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(C) Borrower hereby acknowledges and affirms to Lender that as of the Effective Date, Borrower is in compliance with all of Borrower's obligations under the Loan Documents.

(D) Notwithstanding anything herein contained, except the terms contained in provision 4(I) below, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid, or unenforceable provision had never been contained herein.

(E) The Note, Mortgage, the Security Agreement, Regulatory Agreement, and other Loan Documents, as amended by this Agreement and the Modification of Note, may not be further modified except by HUD's consent and an instrument in writing executed by Borrower, Lender, and HUD.

(F) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

(G) Borrower and Lender acknowledge and agree that the terms of this Agreement and the Modification of Note are subject to and contingent upon the approval thereof by the Secretary, which approval shall be evidenced by the written consent of the Secretary affixed to this Agreement and to the Modification of Note, and further acknowledge and agree that the terms of this Agreement and the Modification of Note shall not be deemed effective unless and until (i) the Secretary executes the consents as aforesaid and (ii) this Agreement is recorded with the Recorder following written authorization by Lender to so record this Agreement.

(H) This Agreement may be executed in any number of counterparts and all counterparts shall be construed together and shall constitute but one agreement.

(I) Notwithstanding any provision of this Agreement to the contrary, Borrower and Lender acknowledge and agree that HUD and Lender retain all rights and remedies arising under the Contract of Insurance under Section 207/223(f) of the National Housing Act, as amended, and all regulations and guidelines promulgated thereunder.

**IN WITNESS WHEREOF**, Borrower, Lender and the Secretary have caused this Agreement to be executed as of the date first set forth above.

*[Remainder of page intentionally left blank. Counterpart signature pages follow.]*

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## COUNTERPART SIGNATURE PAGE TO MODIFICATION AGREEMENT

**BORROWER:**

**BETHLEHEM LTD.**

an Illinois not-for-profit corporation

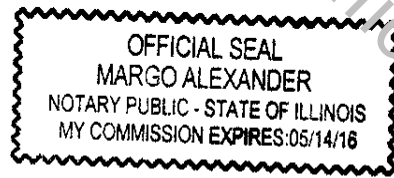
*Darrell L. Jackson*  
 Pastor Darrell L. Jackson  
 Chairman

STATE OF *Ill* §  
 COUNTY OF *Cook* §

The foregoing instrument was acknowledged before me this 14 day of September, 2015, by Pastor Darrell L. Jackson, chairman of Bethlehem Ltd, an Illinois not-for-profit corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this instrument first above written.

*Margo Alexander*  
 Notary Public in and for County and State  
 My Commission Expires: 05/14/16



**UNOFFICIAL COPY****COUNTERPART SIGNATURE PAGE TO MODIFICATION AGREEMENT****LENDER:****OPPENHEIMER MULTIFAMILY HOUSING &  
HEALTHCARE FINANCE, INC.**

a Pennsylvania corporation

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

Jesus Sang  
Assistant Secretary

STATE OF PENNSYLVANIA

§

COUNTY OF MONTGOMERY

§

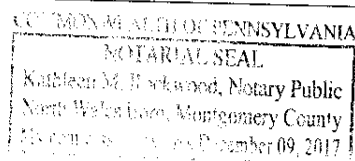
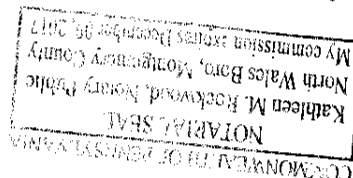
§

On this 3<sup>rd</sup> day of September, 2015, before me, the undersigned Notary Public, personally appeared Jesus Sang, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Modification of Mortgage as the Assistant Secretary of Oppenheimer Multifamily Housing & Healthcare Finance, Inc., a Pennsylvania corporation, and acknowledged that he executed the same as the act of said company for the purposes therein contained.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

Kathleen M. Rockwood  
Notary Public in and for County and State

My Commission Expires:

12-09-17

**UNOFFICIAL COPY****COUNTERPART SIGNATURE PAGE TO MODIFICATION AGREEMENT**

LIBERTY COMMONS  
FHA PROJECT NO. 071-11196  
CHICAGO, IL

**MODIFICATION APPROVED AND  
ACCEPTED BY:**

**SECRETARY OF HOUSING AND URBAN  
DEVELOPMENT, acting by and through the FEDERAL  
HOUSING COMMISSIONER**

By: *Daniel J. Burke*Name: *Daniel J. Burke*Title: *Director, Multi-Family Midwest  
Region***ACKNOWLEDGMENT**STATE OF *Illinois* §COUNTY OF *Cook* §

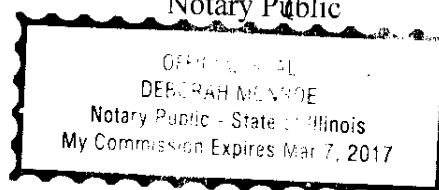
Before me, *DEBORAH MONROE*, a Notary Public in and for the said State, on this *17th* day of September, 2015, personally appeared *Daniel J. Burke*, who is well known to me to be the *Director*, of *Multi-Family Midwest Region* and the person who executed the foregoing instrument by virtue of the authority vested in him/her by Section 7(d) of the Department of Housing and Urban Development Act, 42 U.S.C.A. §3535(d), as amended, and Section 207(b) of the National Housing Act, 12 U.S.C.A. §1713(b), as amended, and I having first made known to him/her the contents thereof, he/she did acknowledge the signing thereof to be his/her free and voluntary act and deed on behalf of Shaun Donovan, the Secretary of Housing and Urban Development, for the uses, purposes and considerations therein set forth.

Witness my hand and official seal the *17th* day of *September*, 2015.

*Deborah Monroe*  
Notary Public

My Commission expires:

*3/7/2017*



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## EXHIBIT A

### LEGAL DESCRIPTION

\*\*\* THE NORTH 75 FEET OF LOT 1 IN BLOCK 2 IN SNOW AND DICKINSON'S SUBDIVISION OF THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF VINCENNES ROAD, IN COOK COUNTY, ILLINOIS.\*\*\*

4835 SOUTH DR. MARTIN LUTHER KING JR. DRIVE, CHICAGO, IL

PERMANENT REAL ESTATE INDEX NO. 20-10-208-001, vol. 253

Affects: The North 25.125 feet of subject property

PERMANENT REAL ESTATE INDEX NO. 20-10-208-002, vol. 253

Affects: The South 24.875 feet of the North 50 feet of subject property

PERMANENT REAL ESTATE INDEX NO. 20-10-208-003, vol. 253

Affects: The South 25.0 feet of the North 75.0 feet of subject property and other property

Property of Cook County Clerk's Office