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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/01/2015 03:12 PM Pg: 1 of 17

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:
Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attn: Jolyn R. Heun

Property Address:
215 W. Miner Street
Arlington Heights, Illinois 60005

9238 Gross Point Road
Skokie, Illinois 60077

Property Identification No(s):
See Exhibit A

FAF- #11145

REGULATORY AND LAND USE RESTRICTION AGREEMENT

THIS REGULATORY AND LAND USE RESTRICTION AGREEMENT (this "Agreement"), made and entered into as of this 23rd day of November, 2015, by and between **NORTH SUBURBAN HOUSING, LLC**, an Illinois limited liability company ("Borrower"), and the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority"), a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the "Act"), having its principal office at 401 N. Michigan Ave., Chicago, Illinois 60611;

WITNESSETH:

WHEREAS, the Authority has entered into certain Financing Adjustment Factor Refunding Agreements (the "FAF Agreement") with the United States Department of Housing and Urban Development ("HUD"). Under the terms of the FAF Agreement, the Authority is entitled to receive fifty percent (50%) of the proceeds recaptured (the "FAF Proceeds") through the refunding of bonds originally issued by the Authority to provide financing for certain multi-family residential housing developments, provided that the Authority uses the FAF Proceeds to provide decent, safe and sanitary housing to individuals and families; and

WHEREAS, the Housing Authority of Cook County ("HACC") is the fee owner of certain real property legally described in **Exhibit A** attached to and made a part of this Agreement (the "Real Estate"), located at 215 W. Miner Street, Arlington Heights, Illinois and 9238 Gross Point Road, Skokie, Illinois and granted a leasehold estate to New Foundation Center, Inc. ("NFC") pursuant to two (2) ground leases (collectively the "Ground Lease"). Immediately thereafter, NFC assigned and the Borrower assumed the Ground Lease pursuant to two (2) assignment and assumption of ground lease agreements ("Assignment");

**CERTAIN OF THE PROVISIONS HEREOF MAY CONTINUE IN EFFECT
NOTWITHSTANDING THE PAYMENT IN FULL OF THE LOAN
PRIOR TO THE MATURITY DATE.**

CCRD REVIEWER

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WHEREAS, pursuant to the Assignment, the Borrower is the leasehold owner of the Real Estate upon which two (2) housing developments consisting of a total of two hundred forty-four (244) units (the "Units") plus an additional two (2) units to be occupied by property managers. The Real Estate and the improvements to be constructed on it are collectively referred to in this Agreement as the "Development"; and

WHEREAS, OneVision Housing II, LLC, an Illinois limited liability company, is the manager of Borrower ("Manager") and HACC is the manager of the Manager; and

WHEREAS, the Authority has agreed to make a Loan to Borrower from the FAF Proceeds in an amount not to exceed One Million Seven Hundred Seventy-Five Thousand and No/100 Dollars (\$1,775,000.00) (the "Loan"), to be used with other monies for the rehabilitation and permanent financing of the Development; and

WHEREAS, contemporaneously with the execution and delivery of this Agreement, Borrower has executed and delivered to the Authority its mortgage note (together with any renewals, modifications, extensions, amendments and replacements, the "Note") of even date herewith, as evidence of its indebtedness to the Authority in the principal sum of Loan; and

WHEREAS, the Loan is evidenced, secured and governed by, among other things: (a) the Conditional Commitment Letter from the Authority to or for the benefit of Borrower dated November 23, 2015 (the "Commitment"); (b) the Note; (c) that certain Junior Mortgage, Security Agreement and Assignment of Rents and Leases (the "Mortgage") dated as of the date hereof executed by Borrower, as mortgagor, and delivered to the Authority, as mortgagee; (d) that certain Guaranty of Completion and Payment dated as of the date hereof (the "Guaranty") executed by the Guarantors (as defined in the Guaranty) for the benefit of the Authority; (e) that certain Environmental Indemnity (the "Environmental Indemnity") dated as of the date hereof executed by Borrower and others as indemnitors, and delivered to the Authority, as indemnitee; (f) that certain Loan Agreement dated as of the date hereof between the Authority and Borrower (the "Loan Agreement"); and (g) this Agreement. This Agreement, the Commitment, the Note, the Mortgage, the Guaranty, the Environmental Indemnity, the Loan Agreement and all other documents executed by Borrower that evidence, secure or govern the Loan are sometimes collectively referred to in this Agreement as the "Loan Documents"; and

WHEREAS, as an inducement to the Authority to make the Loan, Borrower has agreed to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in it, and as provided for in the Act, and the rules, regulations, policies and procedures of the Authority promulgated under the Act, all as they may be amended and supplemented from time to time, as applicable.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Incorporation**. The foregoing recitals are incorporated in this Agreement by this

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reference.

2. **Act and Rules.** Borrower agrees that at all times its acts regarding the Development shall be in conformance with the applicable provisions of the Act and the rules, regulations, policies and procedures of the Authority promulgated under the Act, all as they may be amended and supplemented from time to time.

3. **Representations and Agreements.** Borrower further represents and agrees that:

a. Sixteen (16) of the Units shall be occupied by Affordable Tenants (as defined in **Paragraph 9** hereof) whose income, at the time of initial occupancy, does not exceed the income limits for Very Low Income Tenants (as defined in **Paragraph 9** hereof);

b. In the advertising, marketing, and rental of Units and the selection of Tenants, Borrower agrees to abide by the terms and conditions of the Tenant Selection Plan executed by Borrower, and approved by the Authority, as it may be amended from time to time with the prior written consent of the Authority;

c. In the management and operation of the Development, Borrower agrees to abide by the terms and conditions of the Affirmative Fair Housing Marketing Plan; the Management Plan; and the Management Agreement; all as approved by the Authority, as such documents may be amended from time to time with the prior written approval of the Authority. Borrower shall be responsible for ensuring the management agent's compliance with applicable provisions of the Act and all applicable ordinances, regulations and statutes and the rules, procedures and requirements of the Authority. At the Authority's direction, Borrower shall terminate the Management Agreement with the management agent and select another management agent satisfactory to the Authority;

d. On forms approved by the Authority, Borrower shall obtain from each prospective Affordable Tenant prior to his or her admission to the Development and periodically thereafter as required by the Authority, a certification of income (the "Certification"). Borrower shall submit such Certifications to the Authority in the manner prescribed by the Authority;

e. In the manner prescribed by the Authority, Borrower shall obtain written evidence substantiating the information given on such Certifications and shall retain such evidence in its files at the Development for three (3) years after the year to which such evidence pertains. Within thirty (30) days after the end of each calendar year, Borrower shall certify to the Authority that, at the time of such certification and during the preceding calendar year, Borrower was in compliance with the requirements of this **Paragraph 3**, or, if Borrower is not or has not been in compliance with such requirements, Borrower shall give notice to the Authority of its failure to comply and the corrective action Borrower is taking or has taken;

f. Borrower shall annually submit a schedule of rents with utility allowances for

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the Development for the Authority's approval, and shall not change the rent schedule and utility allowances for the Development without the Authority's approval.

g. Borrower shall require all Tenants to execute a written lease (the "Lease") in a form approved by the Authority;

h. Borrower shall obtain all federal, state and local governmental approvals required by law for its acquisition, construction, ownership and operation of the Development;

i. Borrower shall not evict any Tenant from the Development without good cause;

j. Borrower shall design and construct the Development in conformity (i) with applicable federal, state and local statutes, regulations, ordinances, standards and codes (except as otherwise approved by the Authority) and (ii) with all applicable rules, contracts, agreements, procedures, guides and other requirements of the Authority provided to Borrower in writing;

k. The Borrower shall timely perform its obligations under that certain Low Income Housing Tax Credit Extended Use Agreement between the Borrower and the Authority (the "Extended Use Agreement") and any other regulatory agreement or other document between the Authority and Borrower which restricts the Units (collectively "Regulatory Agreements", together with the Extended Use Agreement, the "Restrictive Agreements"), which has been or shall be executed by the Authority. No consent or approval given by Authority under or in connection with the Restrictive Agreements shall be deemed to constitute any consent or approval of the Authority under this Agreement or under any other Loan Document. In the event of any conflict between this Agreement and the provisions of the Restrictive Agreements, the more restrictive provisions shall control and prevail.

4. **Acts Requiring Authority Approval.** Except as permitted pursuant to the other Loan Documents, Borrower shall not, without the prior written approval of the Authority, which may be given or withheld in the Authority's sole discretion:

a. Convey, transfer or encumber the Development or any part of it, or permit the conveyance, transfer or encumbrance of the Development or any part of it;

b. Convey, assign or transfer any right to manage, or receive the rents and profits from, the Development;

c. Initially rent any Unit for a period other than one (1) year, and after such initial one (1) year period, rent any Unit for less than six (6) months or more than one (1) year;

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d. Lease or sublease any non-residential facility in the Development or amend or modify any such lease or sublease, which, to the best of Borrower's knowledge, would result in a conflict of interest between any of the parties to such contracts and the Authority, its board members, officers, employees, agents or members of their respective immediate families;

e. Require, as a condition of the occupancy or leasing of any Unit in the Development, any consideration or deposit other than the prepayment of the first month's rent plus a security deposit in an amount not to exceed one (1) month's rent to guarantee the performance by the Tenant of the covenants of the Lease. Any funds collected by Borrower as security deposits shall be kept separate and apart from all other funds of the Development; or

f. Prepay the Loan in whole or in part.

5. **Borrower Duties.** In addition to, but not by way of limitation of, the other duties of Borrower set forth in this Agreement Borrower shall comply with the following:

a. **Maintenance.** Borrower shall maintain the Development and the grounds and equipment appurtenant to it in a decent, safe and sanitary condition, and in a rentable and tenable state of repair, and in compliance with all applicable federal, state and local statutes, regulations, ordinances, standards and codes.

b. **Management.** Borrower shall provide for the management of the Development in a manner satisfactory to the Authority.

c. **Audit.** The Development and the equipment, buildings, plans, specifications, offices, apparatus, devices, books, contracts, records, documents and other papers relating to it, and the books and records relating to Borrower, shall at all times be maintained in reasonable condition for proper audit, and shall be subject to examination, inspection and copying by the Authority or its agent or representative upon reasonable prior notice during normal business hours, as the Authority reasonably requires.

d. **Financial and Expense Reports.** Within ninety (90) days following the end of the Borrower's fiscal year, in a manner prescribed by the Authority in writing, Borrower shall furnish the Authority with a complete annual financial report for the Development based upon an examination of the books and records of the Development, prepared at Borrower's expense in accordance with the written requirements of the Authority, and certified to Borrower by an Illinois licensed certified public accountant.

e. **Furnishing Information.** At the request of the Authority, Borrower shall furnish such reports, projections, certifications, budgets, operating reports, tax returns and analyses as required pursuant to the statutes, rules and regulations of the Authority, as amended from time to time, or by other applicable federal or state statutes or requirements, and from time to time shall give specific answers to written questions in connection with

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Borrower's income, assets, liabilities, contracts and operation, all relating to the Development, and the administration, operation, maintenance, occupancy, financial soundness and physical condition of the Development.

f. Compliance with Certain Laws. Borrower shall comply with the provisions of the Environmental Barriers Act (410 ILCS 25/1 *et seq.*, as amended from time to time), the Illinois Accessibility Code (71 Ill. Adm. Code 400), 47 Ill. Adm. Code 310, Subpart I, as amended from time to time, except as otherwise approved by the Authority, and the Americans With Disabilities Act, 42 U.S.C. 12101 *et seq.*, as amended, if applicable.

6. Non-Discrimination in Housing.

a. Borrower shall not, in the selection of Tenants, in the provision of services, or in any other manner unlawfully discriminate against any person on the grounds of race, color, creed, religion, sex, age, unfavorable military discharge, ancestry, handicap, national origin, marital status, familial status or because the prospective Tenant is receiving governmental rental assistance.

b. Borrower shall comply with all of the provisions of Paragraph 3805/13 of the Act and all other provisions of federal, state and local law relating to non-discrimination.

7. Violation of Agreement by Borrower. Upon violation of any of the provisions of this Agreement by Borrower, the Authority may give notice of such violation to Borrower as provided in **Exhibit B** attached to and made a part hereof. If such violation is not corrected to the satisfaction of the Authority within thirty (30) days after such notice, the Authority may declare a default under this Agreement; however if such condition is not reasonably curable within thirty (30) days despite Borrower's reasonable efforts to cure it, Borrower shall have one hundred twenty (120) additional days to cure such default, so long as (i) that cure is commenced within such thirty (30) day period, (ii) Borrower continues to diligently pursue such cure in good faith and (iii) the Authority's security for the Loan is not, in the sole judgment of the Authority, impaired as a result of the existence of such failure; after the expiration of such one hundred fifty (150) day period, the Authority may declare a default under this Agreement, effective on the date of notice of such declaration of default to Borrower, and upon such default, and so long as such default is continuing, the Authority may do the following:

a. Declare the whole of the indebtedness under the Note immediately due and payable and then proceed to exercise the rights and remedies set forth in any Loan Document;

b. Take possession of the Development, bring any action necessary to enforce any rights of Borrower growing out of the operation of the Development and operate the Development in accordance with the terms of this Agreement until such time as the Authority, in its sole discretion, determines that Borrower is again in a position to operate the Development in accordance with the terms of this Agreement and in compliance with the requirements of the Note;

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c. Collect all rents and charges in connection with the operation of the Development and use such collections to pay Borrower's obligations under this Agreement, the Note, the Mortgage, or any other Loan Document and such other obligations of Borrower in connection with the Development and the necessary expenses of preserving and operating it;

d. Apply to any court, state or federal, for specific performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Development in accordance with the terms of this Agreement, or for such other relief as may be appropriate. Because the injury to the Authority arising from a default under any of the terms of this Agreement would be irreparable and the amount of damages would be difficult to ascertain, Borrower acknowledges and agrees that the Authority's remedies at law, in the event of a violation of this Agreement, would be inadequate to assure the Authority's public purpose; or

e. Exercise such other rights or remedies as may be available to the Authority under this Agreement, at law or in equity.

The Authority's remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor foreclose the exercise of the Authority's other remedies. No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach. The failure or delay of the Authority in exercising any of its rights under this Agreement in any one or more instances, or the exercise of less than all of its rights in any one or more instances, shall not be deemed or construed as a waiver of any such rights.

8. Termination of Liabilities. In the event of a sale or other transfer of the Development, all of the duties, obligations, undertakings and liabilities of Borrower or other transferor (the "Transferor") under the terms of this Agreement shall thereafter cease and terminate as to the Transferor, except as to any acts or omissions or obligations to be paid or performed by the Transferor that occurred or arose prior to such sale or transfer. As a condition precedent to the termination of the liability of the Transferor under this Agreement, the transferee of the Development (a "New Borrower"), as a condition precedent to its admission as a New Borrower, shall assume in writing, on the same terms and conditions as apply to the Transferor, all of the duties and obligations of the Transferor arising under this Agreement from and after the date of such sale or transfer. Such assumption shall be in form and substance acceptable to the Authority. Any such New Borrower shall not be obligated with respect to matters or events that occur or arise before its admission as a New Borrower.

9. Definitions.

a. "Very Low Income Tenant", means a single person, family or unrelated persons living together whose adjusted income is less than or equal to fifty percent (50%) of the Median Income median income of the metropolitan statistical area of the metropolitan statistical area of Chicago, adjusted for family size, as such adjusted income and median

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income for the area are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937 ("Median Income").

- b. "Affordable Tenant", means a Very Low Income Tenant.
- c. "Market Tenant", means a Tenant that is not an Affordable Tenant.
- d. "Tenant", means all Affordable and Market Tenants.

10. Term of Agreement; Covenants Run with Development. The covenants and agreements set forth in this Agreement shall encumber the Development and be binding on the Borrower, New Borrower and any other future owners of the Development and the holder of any legal, equitable or beneficial interest in it until the date which is ten (10) years from the date of this Agreement ("Expiration Date"). If the Note is prepaid prior to the Expiration Date with the approval of the Authority, only the covenants and agreements set forth in **Paragraphs 2, 3, 4(a, b, d, and e), 5(a), 6, 7(d)-(e), 8-10 and 12-15** hereof (collectively, the "Continuing Obligations") shall remain in effect for the period of time commencing on the prepayment and ending on the Expiration Date, regardless of whether the Loan is prepaid voluntarily by Borrower or tendered by any party following an acceleration by the Authority of the Note or enforcement by the Authority of its remedies in connection with the Loan.

Borrower expressly acknowledges that its undertakings and agreements stated in this Agreement are given to induce the Authority to make the Loan and that, even if the Loan has been repaid prior to the Expiration Date, or paid on the Maturity Date, the Borrower's undertaking to perform the Continuing Obligations for the period set forth in the previous paragraph is a condition precedent to the willingness of the Authority to make the Loan.

11. Liability of Borrower – Nonrecourse. Except as otherwise set forth in the Environmental Indemnity and the Guaranty, Borrower's liability created under this Agreement and the Loan Documents shall be non-recourse and neither Borrower, nor the Manager nor HACC shall have any personal liability for repayment of the Loan. The Authority shall look only to the Development and its reserves and any other funds or letters of credit relating to the Development for repayment of the Loan. The foregoing shall not limit Borrower's, Manager's or HACC's liability for damages as a result of (i) fraudulent acts, or willful and wanton acts or omissions in violation of the provisions of this Agreement and the other Loan Documents; (ii) the fair market value of the personalty or fixtures removed or disposed of from the Development in violation of the terms of the Loan Documents; (iii) the misapplication, in violation of the terms of the Loan Documents, of any funds to the full extent of such misapplied funds and proceeds, including, without limitation, any funds or proceeds received under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain; (iv) any misapplication of any security deposits attributable to any leases of units, or failure to pay interest on such security deposits as required by law; (v) waste committed on the Development to the extent that funds in the Replacement Reserve Account or otherwise available in any property account held by Borrower, are available to remedy such waste and Borrower has failed to remedy the waste despite the written instructions of the

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Authority; (vi) the occurrence of a Prohibited Transfer (as defined in the Mortgage), without the prior written consent of the Authority; (vii) an oral or written material misrepresentation was made by Borrower or any party in the ownership structure of Borrower, or any employee or agent of Borrower or any other such entity or individual; (viii) a material error or omission was made in the Ownership Structure Certificate (as defined in the Commitment); (ix) the Borrower has violated the single asset requirement contained in the Commitment; (x) the Borrower has delivered a false certification pursuant to **Paragraph C.10** of the Commitment; and (xi) failure to comply with all Fair Housing and accessibility laws and regulations; and (xii) the full amount of any Recapture (as defined in the Loan Documents) that is due, plus any other amount due as a result thereof. Any liability incurred pursuant to this Paragraph shall be the personal liability of the Borrower, Manager and HACC. The provisions of this Paragraph shall have no effect on the liabilities and obligations contained in the Guaranty.

12. Amendment of Agreement. This Agreement shall not be altered or amended without the prior written approval of all of the parties hereto.

13. Execution of Conflicting Documents. Borrower warrants that it has not executed, and it agrees that it shall not execute, any other agreement with provisions contradictory, or in opposition, to the provisions of this Agreement, and that, in any event, the requirements of this Agreement are and shall be paramount and controlling as to the rights and obligations set forth in such other agreement and supersede any other requirements in conflict with this Agreement. To the extent this Agreement conflicts with any provisions or requirements set forth in the Mortgage or the Note, the provisions of the Mortgage or the Note, as the case may be, shall prevail and control.

14. Partial Invalidity. If any term, covenant, condition or provision of this Agreement, or its application to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of it to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such determination and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Successors. Subject to the provisions of **Paragraph 8** hereof, this Agreement shall bind, and the benefits shall inure to, the parties to this Agreement, their legal representatives, successors in office or interest and assigns; however, Borrower may not assign this Agreement, or any of its obligations under this Agreement, without the prior written approval of the Authority.

16. Indemnification of the Authority. Borrower, Manager and HACC agree to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Real Estate or the Development. Borrower, Manager and HACC further agree that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims.

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17. **Gender**. The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

18. **Captions**. The captions used in this Agreement are used only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent.

19. **Notices**. Notices under this Agreement shall be given as provided in **Exhibit B** hereof.

20. **Counterparts**. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.)

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their authorized representatives.

BORROWER:

NORTH SUBURBAN HOUSING, LLC
an Illinois limited liability company

By: OneVision Housing II, LLC
an Illinois limited liability company
its manager

By: Housing Authority of Cook County
an Illinois municipal corporation
its manager

By: Richard K. Monroche
Name: Richard Monroche
Its: CEO and President

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Printed Name: _____
Its _____

Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their authorized representatives.

BORROWER:

NORTH SUBURBAN HOUSING, LLC
an Illinois limited liability company

By: OneVision Housing II, LLC
an Illinois limited liability company
its manager

By: Housing Authority of Cook County
an Illinois municipal corporation
its manager

By: _____
Name: _____
Its: _____

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Printed Name: **Boyan E Zieg**
Its: **Executive Director**

Handwritten mark

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STATE OF ILLINOIS)
) SS
 COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Richard J. Mavocchio, personally known to me to be the executive Director of Housing Authority of Cook County, and personally known to be to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument in their respective capacities as Executive Director of Housing Authority of Cook County as their free and voluntary act and deed and as the free and voluntary act and deed of Richard J. Mavocchio, for the uses and purposes therein set forth.

Given under my hand and official seal this 23 day of November, 2015.



Jos. C. Farwell
 Notary Public

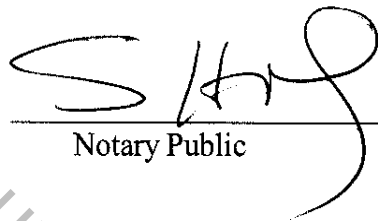
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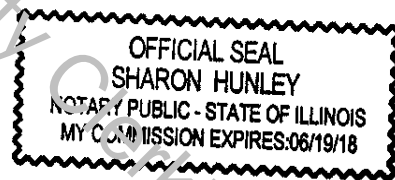
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Bryan E Zless, personally known to me to be the Executive Director of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, 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 acknowledged that he signed and delivered the said instrument in his capacity as Executive Director of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** as free and voluntary act and deed and as the free and voluntary act and deed of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of November 2015.



Notary Public



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EXIHIBIT A
LEGAL DESCRIPTION OF THE REAL ESTATE
Goedke House Apartments

Common Address: 215 West Miner Street, Arlington Heights, Illinois,

60005 PERMANENT INDEX NUMBERS:

03-30-418-015-0000 (PARCEL 1)

03-30-418-014-0000 (PARCEL 2)

03-30-418-034-0000 (PARCEL 2)

03-30-418-035-0000 (PARCEL 3)

03-30-418-036-0000 (PARCEL 4)

03-30-418-037-0000 (PARCEL 4)

PARCEL 1:

LOT 2 IN BLOCK 3 IN MINERS' ADDITION TO DUNTON, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 AND 4 IN BLOCK 4 IN MINERS' ADDITION TO DUNTON, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 3 IN BLOCK 3 IN MINERS' ADDITION TO DUNTON, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 3 IN BLOCK 2 AND LOT 4 IN BLOCK 3 IN MINERS' ADDITION TO DUNTON, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A LEGAL DESCRIPTION OF THE REAL ESTATE Armond King Apartments

Street Address: 9238 Gross Point Road, Skokie, Illinois 60077

PIN: 10-16-204-022-0000

THAT PART OF THE NORTH EAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF LAMON AVENUE EXTENDED FROM CHURCH STREET, DESCRIBED AS FOLLOWS: COMMENCING AT A STAKE AT THE INTERSECTION OF THE CENTER LINE OF THE ROAD FROM GROSS POINT TO NILES WITH THE NORTHERLY LINE OF CHARLES ODE'S TEN ACRE TRACT AND DISTANT NORTH 52 DEGREES WEST FROM THE SOUTH LINE OF THE NORTH EAST QUARTER OF SECTION 16, AFORESAID, 4 CHAINS AND 53 LINKS; RUNNING THENCE ALONG THE CENTER LINE OF SAID ROAD NORTH 36 DEGREES AND 45 MINUTES EAST A DISTANCE OF 2 CHAINS AND 68 LINKS; THENCE NORTH 36 DEGREES WEST A DISTANCE OF 23 CHAINS AND 41 LINKS TO THE EAST LINE OF CHARLES ODE'S SEVEN ACRE TRACT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF TRACT AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTH EAST QUARTER OF SAID SECTION 16, A DISTANCE OF 11.0 CHAINS AND 28 LINKS; THENCE SOUTH 52 DEGREES EAST A DISTANCE OF 15 CHAINS AND 70 LINKS TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWESTERLY 10.0 ACRES OF LOT 3 IN COUNTY CLERK'S DIVISION OF THE TOWN OF NILES (EXCEPT THE SOUTHEASTERLY 40.0 FEET THEREOF AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTH CORNER OF THE ABOVE DESCRIBED PREMISES; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 419.18 FEET TO THE SOUTHWESTERLY LINE OF SAID PREMISES, THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST 272.48 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID PREMISES; THENCE NORTH 36 DEGREES WEST 228.30 FEET TO THE POINT OF BEGINNING); ALL IN COOK COUNTY, ILLINOIS.

Also Known As:

THAT PART OF THE NORTH EAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF LAMON AVENUE EXTENDED FROM CHURCH STREET, DESCRIBED AS FOLLOWS: COMMENCING AT A STAKE AT THE INTERSECTION OF THE CENTER LINE OF THE ROAD FROM GROSS POINT TO NILES WITH THE NORTHERLY LINE OF CHARLES ODE'S TEN ACRE TRACT AND DISTANT NORTH 52 DEGREES WEST FROM THE SOUTH LINE OF THE NORTH EAST QUARTER OF SECTION 16, AFORESAID, 298.98 FEET; RUNNING THENCE ALONG THE CENTER LINE OF SAID ROAD NORTH 36 DEGREES AND 45 MINUTES EAST A DISTANCE OF 176.88 FEET; THENCE NORTH 36 DEGREES WEST A DISTANCE OF 1545.06 FEET, TO THE EAST LINE OF CHARLES ODE'S SEVEN ACRE TRACT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF TRACT AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTH EAST QUARTER OF SAID SECTION 16, A DISTANCE OF 744.48 FEET; THENCE SOUTH 52 DEGREES EAST A DISTANCE OF 1036.20 FEET TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWESTERLY 10.0 ACRES OF LOT 3 IN COUNTY CLERK'S DIVISION OF THE TOWN OF NILES (EXCEPT THE SOUTHEASTERLY 40.0 FEET THEREOF AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTH CORNER OF THE ABOVE DESCRIBED PREMISES; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 419.18 FEET TO THE SOUTHWESTERLY LINE OF SAID PREMISES, THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST 272.48 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID PREMISES; THENCE NORTH 36 DEGREES WEST 228.30 FEET TO THE POINT OF BEGINNING); ALL IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

EXHIBIT B NOTICE PROVISIONS

Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this document shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to the Authority:

Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attention: Director, Multifamily Programs

with a copy to:

Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attention: General Counsel

If to Borrower:

North Suburban Housing, LLC
175 W. Jackson Blvd., Suite 350
Chicago, Illinois 60604
Attention: Alesia Hushaw

with a courtesy copy to:

Reyes Kurson, Ltd.
9100 Plainfield Rd.
Brookfield, Illinois 60513
Attention: Kenneth Goldin

And to:

NEF Assignment Corporation, as nominee
10 South Riverside Plaza, Suite 1700
Chicago, Illinois 60606
Attention: Asset Manager

In connection with the courtesy copy, the Authority will exercise reasonable efforts to provide copies of any notices given to Borrower; however, the Authority's failure to furnish copies of such notices shall not limit the Authority's exercise of any of its rights and remedies under any document evidencing, securing or governing the Loan from the Authority to the Borrower, or effect the validity of the notice.

Such addresses may be changed by notice to the other party given in the same manner as provided in this Exhibit. Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.