



1613745030

Doc#: 1613745030 Fee: \$58.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/16/2016 01:46 PM Pg: 1 of 11

(Space Above Reserved for Recorder's Stamp)

**AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES**

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I Lance Tyson, being duly sworn, state that I have access to the copies of the attached document(s), for which I am listing the type(s) of document(s) below:

Assignment & Assumption Agreement Amendment to the Loan Agreement & Consents  
(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

Lance S. Tyson  
(print name(s) of executor/grantor)

\_\_\_\_\_  
(print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

attorney  
(print your relationship to the document(s) on the above line)

**OATH REGARDING ORIGINAL**

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

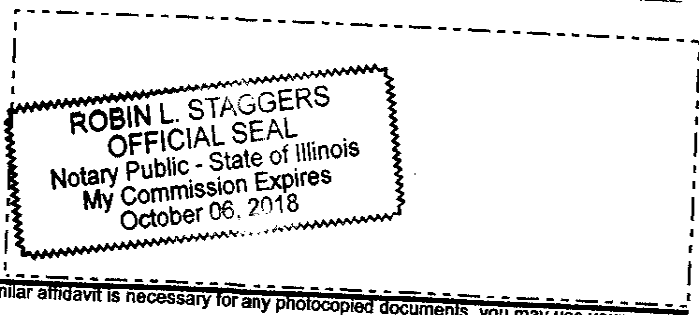
[Signature]  
Affiant's Signature Above

May 16, 2016  
Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

May 16, 2016  
Date Document Subscribed & Sworn Before Me

[Signature]  
Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the CCRD, and while a similar affidavit is necessary for any photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document.

CCRD REVIEW [Signature]

# UNOFFICIAL COPY

## AMENDMENT TO LOAN AGREEMENT

**THIS AMENDMENT TO LOAN AGREEMENT** (this "Amendment") dated May 4, 2016, is made and entered into by and between the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State (the "City"), and Hyde Park Redevelopment Associates Limited Partnership, a limited partnership duly organized and validly existing under the laws of the State.

### RECITALS:

**WHEREAS**, pursuant to (a) Article VII, Section 6 of the 190 Constitution of the State of Illinois (the "State"), (b) the Trust Indenture dated as of July 1, 2003 (the "Indenture"), by and between the City and BNY Midwest Trust Company, predecessor to The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), and (c) the Ordinance (as defined in the Indenture), the City issued its Variable Rate Demand Multi-Family Housing Revenue Bonds (Hyde Park Redevelopment Limited Partnership Project) Series 2003 (the "Bonds"); and

**WHEREAS**, pursuant to the Loan Agreement dated as of June 1, 2003 (the "Loan Agreement"), by and between the City and the Borrower, the City loaned the proceeds of the Bonds (the "Loan") to the Borrower to finance the acquisition, rehabilitation and equipping of the Project Facilities; and

**WHEREAS**, pursuant to Section 8.2 of the Loan Agreement, no transfer of the Project Facilities shall be made unless the transferee assumes all of the duties under the Borrower under the Loan Agreement and the Land Use Restriction Agreement; and

**WHEREAS**, notwithstanding the provisions of Section 8.2 of the Loan Agreement, pursuant to Section 5.10 of the Loan Agreement, the Borrower has agreed not to dissolve or otherwise dispose of all or substantially all of its assets; and

**WHEREAS**, the Borrower has requested that the City consent to the sale of the Project Facilities to Hyde Park Apartments LLC, prepayment of the Loan and redemption in full of the Bonds; and

**WHEREAS**, pursuant to Section 8.6 of the Loan Agreement, the Loan Agreement may not be effectively amended except as provided in the Indenture, and pursuant to Section 12.1 of the Indenture, the City and the Trustee may, without consent of or notice to the Registered Owners of the Bonds, consent to any amendment, change or modification to the Loan Agreement for the purpose of curing any ambiguity or formal defect or omission, provided, that such action in the judgment of the Trustee will not materially adversely affect the Registered Owners of the Bonds; and

**WHEREAS**, in order to cure the formal defect in Section 5.10 of the Loan Agreement, the City and the Borrower have agreed to amend Section 5.10 of the Loan Agreement to authorize the sale of all or substantially all of the assets of the Borrower, provided that such sale satisfies the requirements of the Land Use Restriction Agreement; and

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**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Trustee hereby agree as follows:

**Section 1.** All terms used in this Amendment (including the recitals hereto) and not otherwise defined herein shall have the same meanings assigned in the Indenture and in the Loan Agreement.

**Section 2.** Section 5.10 of the Loan Agreement is hereby amended by deleting the period at the end thereof and inserting at the end thereof the following:

“; except as expressly authorized in Section 8.2 hereof and under the Land Use Restriction Agreement.”

**Section 3.** Except as amended and supplemented by this Amendment, all provisions of the Loan Agreement shall remain in full force and effect and the Loan Agreement is hereby ratified and confirmed in all other respects.

**Section 4.** This Amendment shall be interpreted and construed in accordance with and governed by the laws of the State, without regard to conflicts of law principles.

**Section 5.** This Amendment may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all of such counterparts shall together constitute but one and the same instrument.

**Section 6.** This Amendment shall be effective as of the date hereof.

[Remainder of page intentionally left blank]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the City has caused this Amendment to be executed in its name and on its behalf by its authorized official with its corporate seal hereunto affixed and attested by its duly authorized officer, and the Borrower has caused this Amendment to be executed in its corporate name by its duly authorized officer, as of the date first above written.

CITY OF CHICAGO



By: \_\_\_\_\_  
David L. Reifman, Commissioner,  
Department of Planning and Development

**HYDE PARK REDEVELOPMENT  
ASSOCIATES LIMITED PARTNERSHIP, an  
Illinois limited partnership**

By: DRE, INC., an Illinois corporation, its general  
partner

By: \_\_\_\_\_  
Dennis R. Egidi, President

Property of Cook County Clerk's Office

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By: \_\_\_\_\_  
David L. Reifman, Commissioner,  
Department of Planning and Development

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By: DRE, INC., an Illinois corporation, its general  
partner

By: *Dennis R. Egidi*  
Dennis R. Egidi, President

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## EXHIBIT A

THE PROPERTY

### LEGAL DESCRIPTION

LOT 7 AND THE NORTH 22 FEET OF LOT 8 IN BLOCK 30 IN HYDE PARK SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 5330 South Harper Avenue  
Chicago, Illinois

Permanent Index No.: 20-11-417-019-0000

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**WHEREAS**, pursuant to Section 8.2 of the Loan Agreement, no transfer of the Project Facilities shall be made unless the transferee assumes all of the duties under the Borrower under the Loan Agreement and the Land Use Restriction Agreement; and

**WHEREAS**, notwithstanding the provisions of Section 8.2 of the Loan Agreement, pursuant to Section 5.10 of the Loan Agreement, the Borrower has agreed not to dissolve or otherwise dispose of all or substantially all of its assets; and

**WHEREAS**, the Borrower has requested that the City consent to the sale of the Project Facilities to Hyde Park Apartments LLC, prepayment of the Loan and redemption in full of the Bonds; and

**WHEREAS**, pursuant to Section 8.6 of the Loan Agreement, the Loan Agreement may not be effectively amended except as provided in the Indenture, and pursuant to Section 12.1 of the Indenture, the City and the Trustee may, without consent of or notice to the Registered Owners of the Bonds, consent to any amendment, change or modification to the Loan Agreement for the purpose of curing any ambiguity or formal defect or omission, provided, that such action in the judgment of the Trustee will not materially adversely affect the Registered Owners of the Bonds; and

**WHEREAS**, in order to cure the formal defect in Section 5.10 of the Loan Agreement, the City and the Borrower have agreed to amend Section 5.10 of the Loan Agreement to authorize the sale of all or substantially all of the assets of the Borrower, provided that such sale satisfies the requirements of the Land Use Restriction Agreement; and

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**CITY OF CHICAGO**



By: \_\_\_\_\_  
David L. Reifman, Commissioner,  
Department of Planning and Development

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ASSOCIATES LIMITED PARTNERSHIP, an  
Illinois limited partnership**

By: DRE, INC., an Illinois corporation, its general partner

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