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Doc# 1703229097 Fee \$80.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/01/2017 01:12 PM PG: 1 OF 22

This document prepared by  
and when recorded return to:

Cynthia Shawamreh  
City of Chicago Department of Law  
City Hall, Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602

## HOME PROJECT COMPLIANCE SUMMARY AGREEMENT

This HOME Project Compliance Summary Agreement (this "Agreement") is made as of this 31st day of January, 2017, by and between the City of Chicago (the "City"), an Illinois municipal corporation, by and through its Department of Planning and Development ("DPD") with offices at 121 North LaSalle Street, Room 1000, Chicago, Illinois, 60602 and Englewood Housing Group II, L.P., an Illinois limited partnership (the "Borrower").

WITNESSETH

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**WHEREAS**, the City has received from the United States Department of Housing and Urban Development ("HUD") an allocation of HOME Investment Partnerships Program ("HOME Program") grant funds, pursuant to the Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12721 *et seq.*, as amended, supplemented and restated from time to time (the "Act"), which authorizes HUD to make funds available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, through, among other things, acquisition, new construction, reconstruction and rehabilitation; and

**WHEREAS**, the City is required to meet certain legal requirements set forth in the Act and in regulations set forth in 24 C.F.R. Part 92, and such additional regulations, orders, rulings, interpretations and directives for the HOME Program as may be promulgated or issued by HUD from time to time (the "HOME Regulations") (together, the Act and the HOME Regulations shall be hereinafter referred to as the "HOME Legal Requirements"); and

**WHEREAS**, the HOME Legal Requirements require the City to use the HOME Program funds for certain eligible activities (the "Eligible Activities"); and

**WHEREAS**, the HOME Legal Requirements require that the City allocate certain of the HOME Program funds in connection with the provision of affordable housing to households whose incomes do not exceed 50% of the area median income adjusted for family size as determined by HUD from time to time; and

**WHEREAS**, the City made a loan of HOME Program funds to the Borrower in the original principal amount of \$5,571,434 (the "Loan") evidenced by that certain Note made by the Borrower in favor of the City (the "Note") and secured by that certain mortgage made by the Borrower in favor of the City on such date (the "Mortgage"); and

**WHEREAS**, the purpose of the Loan was to finance a portion of the costs of constructing 40 residential dwelling units in 10 buildings (the "Project") located at 6350-56 South Normal Boulevard, 6601-05 South Normal Boulevard, 6606 South Normal Boulevard, 425-27 West 66<sup>th</sup> Street and 431-35 West Marquette Road, in Chicago, Illinois (the "Property") for the provision of affordable housing to Eligible Income Families (as defined below); and

**WHEREAS**, the City and the Borrower entered into that certain Regulatory Agreement dated and effective as of October 24, 2008 (the "Regulatory Agreement") which restricted the use of the Property; and

**WHEREAS**, certain other documents were entered into in connection with the Loan including, but not limited to, that certain Housing Loan Agreement, that certain Assignment of Rents, that certain Assignment of Contracts and Documents, that certain Escrow Agreement, and certain other documents in addition to the Regulatory Agreement (collectively with the Note, the Mortgage and the Regulatory Agreement, the "Loan Documents"); and

**WHEREAS**, the Borrower is the owner of the Property which is legally described on Exhibit A attached hereto, and has rehabilitated the Property in accordance with the Loan

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Documents; and

**WHEREAS**, the City and the Borrower wish to enter into this Agreement to ensure the operation of the Property by the Borrower with the HOME Legal Requirements and the Regulatory Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Borrower and the City each hereby agree as follows:

## **SECTION 1 DEFINITIONS, BORROWER'S REPRESENTATIONS AND COVENANTS.**

The above recitals are hereby incorporated as if fully set forth herein.

Capitalized terms used herein and not otherwise defined herein shall have the same meanings given such terms in the Regulatory Agreement.

“60% Income Families” shall mean households whose incomes do not exceed 60% of the area median income adjusted for family size as determined by HUD from time to time.

“60% Rent Limits” shall mean rents that do not exceed the lesser of (a) the fair market rent for comparable units in the area as established by HUD, less the Utility Allowance, or (b) 30 percent of the adjusted income of a family whose gross income equals 60 percent of the median income for the Chicago area, with adjustment for the number of bedrooms in the unit (as determined by HUD), as such adjusted income and Chicago-area median income are determined from time to time by HUD, less the Utility Allowance, all in accordance with the annual schedule determining maximum affordable monthly rents for the Chicago area by HUD.

“50% Income Families” shall mean households whose incomes do not exceed 50% of the area median income adjusted for family size as determined by HUD from time to time.

“50% Rent Limits” shall mean rents that do not exceed either (a) 30% of the adjusted income of a family whose gross income equals 50% of the median income for the Chicago area, with adjustment for the number of bedrooms in the unit, as such adjusted income and Chicago-area median income are determined from time to time by HUD, less the Utility Allowance, or (b) if the unit receives Federal or State project-based rental subsidy, and the 50% Income Family pays as a contribution toward rent not more than 30% of the 50% Income Family’s adjusted income, then the maximum rent (i.e. tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program.

“2015 Rents” shall mean the amount of rent actually charged for tenants in the HOME Project Units in 2015, plus any 2015 Utility Allowance, in accordance with the 60% Rent Limits or the 50% Rent Limits, as applicable.

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“2015 Utility Allowance” shall mean the monthly allowance used in 2015 for any utilities and services (excluding telephone) to be paid by the tenant.

“ARC” shall mean the Affordable Rents for Chicago program which assists households whose incomes do not exceed 30% of the area median income adjusted for family size, and which is administered by the Chicago Low-Income Housing Trust Fund, an Illinois not-for-profit corporation.

“Eligible Income Families” shall mean, collectively, 60% Income Families and 50% Income Families.

“Regulatory Agreement Rents” shall mean the amount of initial rent to be charged to tenants according to the Regulatory Agreement.

“Utility Allowance” shall mean the monthly allowance for any utilities and services (excluding telephone) to be paid by the tenant calculated according to the amounts established by the Chicago Housing Authority for 2015.

The Borrower hereby represents, warrants, covenants and agrees as follows:

1.1 The Property contains a total of 40 residential dwelling units, all of which were financed in part with HOME Program funds (the “HOME Project Units”).

1.2 16 of the HOME Project Units are restricted to occupancy by 60% Income Families (“60% AMI Restricted Project”).

1.3 24 of the HOME Project Units are restricted to occupancy by 50% Income Families (“50% AMI Restricted Low-Income Project”).

1.4 The **60%** AMI Restricted Project is configured as follows:

<u>Number of Bedrooms</u>	<u>Number of Units</u>	<u>Regulatory Agreement Rents</u>	<u>2015 Rents, including 2015 Utility Allowance</u>
Studio	0	N/A	N/A
1 bedroom	0	N/A	N/A
2 bedroom	0	N/A	N/A
3 bedroom	16	\$850	\$941
4 bedroom	0	N/A	N/A
5 bedroom	0	N/A	N/A

Total: 16

1.5 The **50%** AMI Restricted Low-Income Project is configured as follows:

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<u>Number of Bedrooms</u>	<u>Number of Units</u>	<u>Regulatory Agreement Rents</u>	<u>2015 Rents, including 2015 Utility Allowance</u>
Studio	0	N/A	N/A
1 bedroom	0	N/A	N/A
2 bedroom	2	\$170 (ARC)	\$248
2 bedroom	6	\$340 (ARC)	\$418
3 bedroom	1	\$200 (ARC)	\$291
3 bedroom	1	\$700	\$791
3 bedroom	14	\$750	\$841
4 bedroom	0	N/A	N/A
5 bedroom	0	N/A	N/A
Total: 24			

Each of the units in the 50% AMI Restricted Low-Income Project shall be deemed to be floating units (the "50% Floating Units"). Subject to the prior written consent of the City, during the Term one or more of the HOME Project Units may hereafter be substituted for one or more of the initial 50% Floating Units specified below by the Borrower. The Borrower shall ensure that any such substitution shall maintain conformity of the Property with the requirements of the HOME Legal Requirements, and both that (a) the total number of 50% Floating Units remains the same, and (b) each substituted HOME Project Unit is comparable in terms of size, features and number of bedrooms with the originally designated 50% Floating Unit.

<u>Number of Bedrooms</u>	<u>Unit Numbers for Initial 50% Floating Units</u>
Studio	None
1 bedroom	None
2 bedroom	6352-54 S. Normal St. E25, C28, C29, C32; 505-507 W 66 <sup>th</sup> St. BH33, C36, C37, C39
3 bedroom	419 W. Marquette CH10, C11; 423 W. Marquette B7, B9; 425 W. Marquette B4; 429 W. Marquette B2; 421 W. 66 <sup>th</sup> C15, CH14; 425 W. 66 <sup>th</sup> CH16, CH17; 6601 S. Normal C19, C20, BH21; 6605 S. Normal St. C23; 505-507 W 66 <sup>th</sup> St. BH38, C40
4 bedroom	None
5 bedroom	None

1.6 The 2015 Rents for all of the units in the 60% AMI Restricted Project are as stated above in accordance with the 60% Rent Limits.

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The Borrower shall not increase the rent for any of the units in the 60% AMI Restricted Project without the prior written approval of DPD. DPD shall annually provide the Borrower a chart containing the maximum rents for the units in the 60% AMI Restricted Project as determined by HUD (the "Maximum Rents"). If the Borrower wishes to increase the rents for any of the units in the 60% AMI Restricted Project (including an increase to any amount which is below the Maximum Rents) in any year during the HOME Term (as defined below), the Borrower must first submit a rent increase approval request to DPD in the form attached hereto as Exhibit B. No increase in the rent for any of the units in the 60% AMI Restricted Project shall be permitted without the prior written consent of DPD.

Throughout the HOME Term, the rents for all of the units in the 60% AMI Restricted Project shall not exceed the 60% Rent Limits.

1.7 The 2015 Rents for all of the units in the 50% AMI Restricted Project are as stated above in accordance with the 50% Rent Limits.

The Borrower shall not increase the rent for any of the units in the 50% AMI Restricted Project without the prior written approval of DPD. DPD shall annually provide the Borrower a chart containing the Maximum Rents for the units in the 50% AMI Restricted Project. If the Borrower wishes to increase the rents for any of the units in the 50% AMI Restricted Project (including an increase to any amount which is below the Maximum Rents) in any year during the HOME Term, the Borrower must first submit a rent increase approval request to DPD in the form attached hereto as Exhibit B. No increase in the rent for any of the units in the 50% AMI Restricted Project shall be permitted without the prior written consent of DPD.

Throughout the HOME Term, the rents for all of the units in the 50% AMI Restricted Project shall not exceed the 50% Rent Limits.

1.8 Utilities for the Property are paid for by the tenant. The Utility Allowance for the tenants is as follows:

2 bedroom units	\$94
3 bedroom units	\$113

No changes may be made to the Utility Allowance without the prior written consent of DPD. The Borrower shall annually submit the amount of Utility Allowance proposed for the review and approval of DPD.

1.9 If upon income recertification, a tenant household occupying a unit in the 50% AMI Restricted Project evidences income exceeding 50% of Chicago-area median income, but less than 80% of Chicago-area median income, such unit shall still be considered a unit in the 50% AMI Restricted Low-Income Project, and the rent for such unit shall remain restricted as provided in this Section until another tenant is identified whose income is below 50% of Chicago-area median income to fill the next available unit. The Borrower shall maintain the number of HOME Project Units, including the number of units in the 50% AMI Restricted Low-Income Project required hereunder at all times.

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1.10 Sections 1.6 and 1.7 hereof shall be deemed satisfied, despite a temporary noncompliance therewith, if the noncompliance is caused by increases in the incomes of existing tenants and if actions satisfactory to HUD are being taken to ensure that all vacancies are filled in accordance with this Agreement until the noncompliance is corrected. [ '92.252(i)(1)]

Tenants who no longer qualify as Eligible Income Families due to an increase in income after initial occupancy which causes such Family's income to equal or exceed 80% of the Chicago-area median income (an "Over-Income Family") shall thereafter pay as rent the lesser of (i) the maximum amount payable by the tenant under State or local law, or (ii) 30 percent of the Over-Income Family's adjusted monthly income as recertified annually. If any HOME Project Unit which is occupied by an Over-Income Family has been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42), the rent charged for such unit shall be governed by the provisions of Section 42. The Borrower shall, at all times, cause the HOME Project Units to comply with all guidance from HUD regarding any combination of a HOME Project Unit with any unit which has been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42), including but not limited to any and all rules regarding rent and income with respect to Over-Income Families and the leasing of the next available unit. No Over-Income Family who occupies a HOME Project Unit as a floating HOME Project Unit pursuant to this Agreement and the HOME Legal Requirements, if any, shall be required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood of the Project. [ '92.252(i)(2)]

## SECTION 2 TERM

This Agreement shall be in full force and effect from the date hereof until the twentieth anniversary of the Completion Date (as defined in the Regulatory Agreement) (the "HOME Term").

## SECTION 3 RECORDS

3.1 All tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Borrower which is unrelated to the Project, shall be maintained, as required by the City, in a reasonable condition for proper audit and shall be subject to examination during business hours by representatives of the City. If the Borrower employs a management agent for the Project, the Borrower shall require such agent to comply with the requirements of this Regulatory Agreement and shall include such requirements in any and all management agreements or contracts entered into with respect to the Project.

3.2 (a) The Borrower shall maintain records evidencing compliance with all of the HOME Legal Requirements for all HOME Project Units; such records shall be maintained for the Inspection Period (as defined in the Regulatory Agreement).

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(b) Subject to Section 6.2 of the Regulatory Agreement, this Section shall survive beyond the Termination Date (as defined in the Regulatory Agreement).

3.3 The Borrower shall obtain and maintain on file during the Term a sworn and notarized Tenant Income Certification in a form provided by DPD with respect to each and every individual, group of unrelated individuals or family who is a tenant in a HOME Project Unit, signed by the tenant or tenants (i.e., the individual or individuals whose name or names appear on the lease) and obtained by the Borrower (a) prior to such tenant or tenants occupying the unit or signing a lease with respect thereto, and (b) thereafter at least annually so long as such individual, individuals or family remain as tenants in a HOME Project Unit. The first Tenant Income Certification obtained from any tenant shall have attached thereto copies of source documentation required pursuant to Part 5 of the Section 8 program for such tenant's income for a period of at least two months (the "Source Documentation"). Each Tenant Income Certification shall be kept on file with the Borrower during the Inspection Period; subject to Section 6.2 of the Regulatory Agreement, this covenant shall survive beyond the Termination Date. The Borrower shall assist each of the tenants in a HOME Project Unit in completing the Tenant Income Certification if necessary. If the Borrower shall become aware of evidence that any Tenant Income Certification failed to state completely and accurately information about the family size or income of the applicable tenants, the Borrower shall examine Source Documentation for such tenants. The Borrower shall examine Source Documentation evidencing annual income for each tenant in any HOME Project Unit not less than every three years.

3.4 The Borrower agrees that it will take any and all actions required by the City to substantiate the Borrower's compliance with the restrictions set forth herein, including, but not limited to, submitting to the City an Annual Owner's Certification in a form provided by DPD and executed by the Borrower, commencing on April 1, 2017 and on each April 1 thereafter through and including the last date of the Term. Subject to Section 6.2 of the Regulatory Agreement, this covenant shall survive beyond the Termination Date.

3.5 The Borrower shall provide to the City a tenant profile (in the form provided to the Borrower by DPD) for each Eligible Income Family for each HOME Project Unit within 30 days after such unit is leased to such tenant(s) (or, for units occupied by Eligible Income Families as of the date hereof, within 30 days from the date hereof). For each HOME Project Unit, promptly after the first leasing of such unit, the Borrower shall provide the City, unless prohibited by law, with data on the racial, ethnic, gender and income-level characteristics (including gender identification of the head(s) of household) of each tenant moving into the unit. [ '92.508(a)(7)(A)]

## SECTION 4 ENFORCEABILITY

4.1 Subject to Section 7.6 of the Regulatory Agreement, if a violation of any of the foregoing representations or covenants occurs or is attempted, and such occurrence or attempt is uncorrected for a period of 30 days after notice thereof from the City to the Borrower (provided, however, that if any such occurrence or attempt cannot reasonably be cured within said 30-day period and if the Borrower shall have commenced to cure such occurrence or attempt within said 30-day period and shall thereafter continue diligently to effect such cure, then said 30-day period



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shall be extended to 60 days upon written request from the Borrower to the City delivered during such 30-day period, and upon further written request from the Borrower to the City delivered during such 60-day period, said 60-day period shall be extended to 90 days; provided further, however, that the City shall not be precluded during any such periods from exercising any remedies hereunder if the City shall receive a request or notice from HUD to do so or if the City shall determine that the continuation of such uncorrected occurrence or attempt shall result in any liability by the City to HUD), the City and its successors and assigns, without regard to whether the City or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by the Borrower of its obligations hereunder, or may declare an event of default under the Loan Documents and exercise its rights thereunder, including without limitation foreclosure under the Mortgage. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recovery for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time.

4.2 If the Borrower fails to maintain the affordability requirements imposed hereunder, or otherwise takes any action which causes HUD to require repayment of the HOME Program funds invested in the Project by the City, the Borrower shall repay, as a recourse obligation of the Borrower, to the City upon demand the full amount of the Loan as an immediate repayment of the Loan. [ '92.205, '92.503, '92.504]

4.3 All fees, costs and expenses of the City incurred in taking any action pursuant to this Section 4 shall be the sole responsibility of the Borrower.

4.4 The Borrower and the City each acknowledge that a primary purpose of requiring the Borrower to comply with the restrictions provided in this Agreement is to assure compliance of the Project and the Borrower with the provisions of the HOME Legal Requirements.

4.5 The Borrower further specifically acknowledges that the beneficiaries of the Borrower's obligations hereunder cannot be adequately compensated by monetary damages in the event of any breach or violation of any of the foregoing representations or covenants.

## **SECTION 5 COVENANTS TO RUN WITH THE LAND.**

The Borrower hereby subjects the Project to the covenants, reservations and restrictions set forth in this Agreement. The City and the Borrower hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall, throughout the Term, be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Borrower's successors in title to the Project throughout the Term. The Borrower hereby covenants to include the requirements and restrictions contained in this Agreement and in any documents transferring any interest in the Project to another person in order that such transferee has notice of, and is bound by, such restrictions, and to obtain from any transferee the agreement to be bound by and comply with the requirements set forth in this Agreement; provided, however, that each and every contract, deed,

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mortgage or other instrument hereafter executed covering or conveying the Property or any portion thereof or interest therein (including, without limitation, any transfer of a beneficial interest in a land trust or a portion thereof) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. After the end of the Term or, in the event that the covenants, reservations and restrictions hereof terminate pursuant to the provisions of hereof, on or after the applicable date of termination described herein, the City, upon such termination and upon a written request from the Borrower shall execute and consent to the recording of a release of this Agreement, at the expense of the Borrower.

## SECTION 6 GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the internal laws of the State without regard to its conflict of laws principles, and, where applicable, the laws of the United States of America. In the event of any conflict between this Agreement and the Loan Documents, this Agreement shall control. In the event of any conflict between this Agreement and the HOME Legal Requirements, the HOME Legal Requirements shall control.

## SECTION 7 NOTICE.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested.

**IF TO CITY:** City of Chicago, Illinois  
c/o Department of Planning and Development  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602  
Attention: Commissioner

**WITH COPIES TO:** Office of the Corporation Counsel  
City Hall, Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Finance and Economic  
Development Division

**IF TO BORROWER:** Englewood Housing Group II, L.P.  
1327 West Washington Boulevard  
Suite 105  
Chicago, Illinois 60607

**WITH COPIES TO:** Gregory V. Miller  
Miller and Ferguson

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1327 West Washington Boulevard  
Suite 105  
Chicago, Illinois 60607

## **SECTION 8 SEVERABILITY, NO NOVATION OF INDEBTEDNESS.**

8.1 If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8.2 The City and the Borrower acknowledge and agree that this Agreement does not constitute a novation of the existing indebtedness under the Loan. Except as amended or modified hereby, the provisions of the Loan Documents remain in full force and effect and are hereby ratified and confirmed.

## **SECTION 9 COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same document.

## **SECTION 10 RIGHT TO INSPECT.**

Upon 30 days' prior notice to the Borrower, the Borrower shall permit, and shall cause any management agent for the Property to permit the City, HUD and/or the Comptroller General of the United States to inspect the Property at all reasonable times and access thereto shall be permitted for that purpose. At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, the Borrower shall make available to the City, HUD and/or representatives of the Comptroller General of the United States all of its records with respect to matters covered by the Loan Documents. The Borrower shall permit, and shall cause any management agent for the Property to permit the City, HUD and/or representatives of the Comptroller General of the United States to audit, examine and make excerpts or transcripts from such records, and to make copies of records relating to personnel, conditions of employment and other data covered by the Loan Documents.

## **SECTION 11 NO THIRD PARTY BENEFITS.**

This Agreement is made for the sole benefit of the City and the Borrower and their respective successors and assigns and, except as otherwise expressly provided herein, no other party shall have any legal interest of any kind hereunder or by reason of this Agreement. Whether or not the City elects to employ any or all of the rights, powers or remedies available to it hereunder, the City shall have no obligation or liability of any kind to any third party by reason of this Agreement or any of the City's actions or omissions pursuant hereto or otherwise in connection herewith.

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[SIGNATURES APPEAR ON NEXT PAGE]

COOK COUNTY  
RECORDER OF DEEDS

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

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**IN WITNESS WHEREOF**, the City and the Borrower have executed this Agreement by their duly authorized representatives, all as of the date first written hereinabove.

**CITY OF CHICAGO, ILLINOIS**, acting by and through its Department of Planning and Development

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

Name: David L. Reifman  
Title: Commissioner

**ENGLEWOOD HOUSING GROUP II, L.P.**, an Illinois limited partnership

By: Antioch III, Ltd., an Illinois corporation and its sole general partner

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

Name:  
Title:

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**IN WITNESS WHEREOF**, the City and the Borrower have executed this Agreement by their duly authorized representatives, all as of the date first written hereinabove.

**CITY OF CHICAGO, ILLINOIS**, acting by and through its Department of Planning and Development

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

Name: David L. Reifman  
Title: Commissioner

**ENGLEWOOD HOUSING GROUP II, L.P.**, an Illinois limited partnership

By: Antioch III, Ltd., an Illinois corporation and its sole general partner

By: John E. Taylor  
Name:  
Title: PRESIDENT

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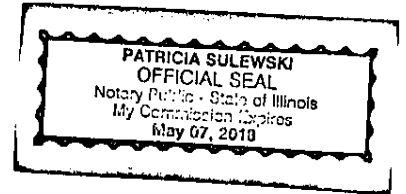
STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT David L. Reifman, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") 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 as such Commissioner, he signed and delivered said instrument pursuant to authority given by the City as his free and voluntary act and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31<sup>st</sup> day of January, 2017.

*Patricia Sulewski*  
Notary Public

(SEAL)



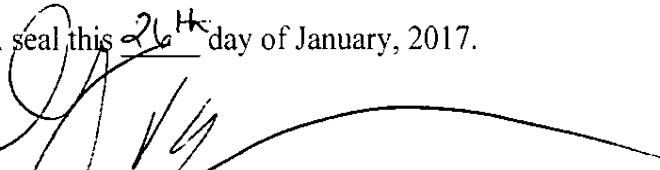
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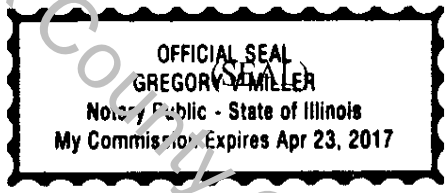
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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that John E. Taylor, personally known to me to be the President of Antioch III, Ltd., an Illinois corporation and the sole general partner of Englewood Housing Group II, L.P., an Illinois limited partnership (the "Borrower"), and known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me, acknowledged that he/she signed and delivered the said instrument pursuant to authority given by the Borrower, and as his/her free and voluntary act and deed and as the free and voluntary act and deed of the Borrower for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 26<sup>th</sup> day of January, 2017.

  
\_\_\_\_\_  
Notary Public





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## EXHIBIT A

### LEGAL DESCRIPTION:

see attached

### ADDRESS COMMONLY KNOWN AS:

6350-56 South Normal Boulevard  
6601-05 South Normal Boulevard  
6606 South Normal Boulevard  
425-27 West 66<sup>th</sup> Street  
431-35 West Marquette Road

all in Chicago, Illinois

### PERMANENT INDEX NO.:

see attached

**COOK COUNTY  
RECORDER OF DEEDS**

Property of Cook County Clerk's Office

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## LEGAL DESCRIPTION:

### PARCEL 1:

THE EAST 44 FEET OF LOT 5 IN COUNTY CLERK'S DIVISION OF LOTS 1, 2, 3 AND 4 IN BLOCK 20 IN LINDEN GROVE, BEING A SUBDIVISION OF THE WEST 355 ACRES OF THE NORTH 70 ACRES AND THE SOUTH 90 ACRES OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE EAST 120 FEET OF LOT 1 AND THE NORTH 20 FEET OF THE EAST 120 FEET OF LOT 4 IN BLOCK 19 IN LINDEN GROVE, A SUBDIVISION OF THE SOUTH 90 ACRES AND THE WEST 35 ACRES OF THE NORTH 70 ACRES OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THE WEST 125 FEET OF LOT 5 (EXCEPT THE SOUTH 35 FEET THEREOF) IN COUNTY CLERK'S DIVISION OF LOTS 1 TO 4 IN BLOCK 20 IN LINDEN GROVE, SAID LINDEN GROVE BEING A SUBDIVISION OF THE SOUTH 90 ACRES AND THE WEST 35 ACRES OF THE NORTH 70 ACRES OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

THE SOUTH 35 FEET OF THE WEST 125 FEET OF LOT 5 IN COUNTY CLERK'S DIVISION OF LOTS 1, 2, 3 AND 4 IN BLOCK 20 IN LINDEN GROVE, SAID LINDEN GROVE BEING A SUBDIVISION OF THE NORTHWEST 35 ACRES OF THE WEST 70 ACRES AND THE SOUTH 90 ACRES OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 5:

LOT 21 AND THE NORTH 1/2 OF LOT 22 IN BLOCK 3 IN UNIVERSITY SUBDIVISION OF ENGLEWOOD SUBDIVISION OF THE EAST 35 ACRES OF THE NORTH 70 ACRES OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 6:

THE SOUTH 1/2 OF LOT 22 AND ALL OF LOT 23 IN BLOCK 3 IN UNIVERSITY SUBDIVISION OF ENGLEWOOD SUBDIVISION OF THE EAST 35 ACRES OF THE NORTH 70 ACRES OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 7A:

LOT 44 (EXCEPT THE WEST 5.00 FEET) AND LOT 45 (EXCEPT THE EAST 8.50 FEET) IN BLOCK 1 IN E. L. BATES RESUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 644 FEET OF THE 691 FEET SOUTH OF AND ADJOINING THE NORTH 428 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

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PARCEL 7B:

LOT 47 (EXCEPT THE EAST 22.50 FEET) AND LOT 46, AND LOT 45 (EXCEPT THE WEST 16.50 FEET) IN BLOCK 1 IN E. L. BATES RESUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 644 FEET OF THE 691 FEET SOUTH OF AND ADJOINING THE NORTH 428 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 7C:

LOT 47 (EXCEPT THE WEST 2.5 FEET) AND LOT 48 (EXCEPT THE EAST 11.50 FEET) IN BLOCK 1 IN E. L. BATES RESUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 644 FEET OF THE 691 FEET SOUTH OF AND ADJOINING THE NORTH 428 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 7D:

LOT 48 (EXCEPT THE WEST 11.50 FEET) AND LOT 49 IN BLOCK 1 IN E. L. BATES RESUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 644 FEET OF THE 691 FEET SOUTH OF AND ADJOINING THE NORTH 428 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 8:

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PARCEL 9:

LOT 4 IN COUNTY CLERK'S DIVISION OF LOTS 1, 2, 3 AND 4 OF BLOCK 20 OF LINDEN GROVE SUBDIVISION, BEING THE NORTHWEST 35 ACRES OF THE NORTH 70 ACRES AND THE SOUTH 90 ACRES OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

20-21-105-036-0000  
20-21-105-037-0000  
20-21-127-010-0000  
20-21-129-001-0000  
20-21-129-002-0000

20-21-129-009-0000  
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20-21-130-010-0000  
20-21-305-009-0000  
20-21-305-010-0000

20-21-305-025-0000

# UNOFFICIAL COPY

## EXHIBIT B

### RENT INCREASE APPROVAL REQUEST FORM

see attached

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS



# UNOFFICIAL COPY

I understand that pursuant to the new HOME regulations (effective June 2014) we will implement the above rental increases for HOME assisted units only after the Department of Planning and Development has approved the rental increases in writing. I further understand that any increase which is implemented without written approval will be deemed to be in non-compliance and will be subject to any penalties or sanctions associated with non-compliance.

\_\_\_\_\_ Date: \_\_\_\_\_

Property of Cook County Clerk's Office