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implement this Use Agreement.

NOW THEREFORE, the parties agree as follows:

Owner, for itself, its successors and assigns, covenants with the Grantee that the Owner will operate a predetermined number of Assisted Units in the Owner's project in accordance with the Section 811 Project Rental Assistance Demonstration Program, Rental Assistance Contract (RAC), and HUD PRA Demo requirements, including but not limited to any applicable HUD regulatory, administrative, and contractual requirements, for not less than the thirty years from the date of the Use Agreement. Accordingly, this Use Agreement shall remain in effect until the earlier of March 1, 2047 or until such time as the number of Assisted Units in the RAC has been reduced to zero as approve by the grantee.

Subject to the availability of appropriations and so long as Owner is in compliance with all HUD requirements, including but not limited to this Use Agreement, the Grantee shall provide to the Owner Rental Assistance Payments for units assisted by Section 811 of NAHA (Assisted Units). If Congress fails to appropriate funds adequate to meet the financial needs of the Assisted Units, HUD will not require the Grantee to enforce the Use Agreement covered under a RAC. Under such a circumstance, HUD will allow Grantee to continue to enforce or terminate the Use Agreement at the Grantee's discretion.

In the event of a breach or a threatened breach of any of the above covenants and agreements by the Owner, Grantee or HUD shall be entitled to institute legal action to enforce performance and observance of such covenants and agreements and to enjoin any acts which violate such covenants and agreements. HUD may also seek an award of damages and/or other relief as may be appropriate.

Owner, for itself, its successors and assigns, hereby agrees and acknowledges that this Use Agreement shall be recorded in the appropriate land records.

With respect to the eligibility requirements for the Assisted Units, Owner will comply with the RAC. Owner will comply with all other PRA Demo, or successor program requirements as promulgated by HUD, as appropriate.

With respect to Assisted Units, Owner will comply with the provisions of any

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Federal, State or local law prohibiting discrimination in housing on the grounds of race, color, religion or creed, sex, handicap, familial status or national origin, including the Fair Housing Act of 1968, as amended.

The rent charged for Assisted Units shall not exceed the upper limit of the range shown for such type of unit on a rental schedule approved in writing by Grantee, and shall include the reasonable use of all utilities shown on the rental schedule. Notwithstanding any other provision of this Agreement, adjustments after Contract execution shall not result in higher rents charged for Assisted Units as compared to the non-Assisted Units, as determined by Grantee.

Any requests for rent adjustments to the Grantee by the Owner shall be consistent with the requirements of the Rental Assistance Contract and all other PRA Demo or successor program requirements.

Owner shall maintain the premises and equipment, appurtenant thereto, in good repair, safe and sanitary condition consistent with HUD requirements.

The books and accounts of the operations of the property shall be kept in accordance with the relevant HUD requirements related to the PRA Demo, or any successor program.

Owner further covenants and agrees that if Owner conveys title to the project prior to the Use Agreement's expiration, Owner will prior to transfer of title: (1) confirm the purchaser has been approved by Grantee; the Grantee will ensure the purchaser will operate the project in such a way that it will remain an "Eligible Project" pursuant to 42 U.S.C 8013(b)(3)(C) and (2) require the purchaser to assume the obligations of this Use Agreement and the Rental Assistance Contract.

Owner shall provide to Grantee or HUD promptly following receipt of a written request from HUD, copies of all business or any other documents regarding the Housing Project, so that Grantee or HUD may evaluate Owner's compliance with the terms of this Agreement. In addition, Owner shall permit Grantee or HUD following notice from Grantee or HUD, to examine the originals of all such documents, at the Project's office during regular business hours.

Owner must certify annually by March 1st of each year (insert date within 30

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calendar days of the anniversary date of this Agreement or insert date that will align with other program reporting requirements), to the Grantee that it is operating the Project in compliance with this Agreement and, more specifically, that all Assisted Units and non-Assisted Units , as well as the physical structure of the project as a whole, for example grounds and equipment, comply with all applicable codes and requirements of this Agreement or that a remedial program to correct any existing deficiencies has been implemented.

Should any of the above covenants be held invalid in whole or in part, it shall not affect or invalidate the balance of such covenant or any other covenants.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

In witness whereof, the parties hereto have caused these presents to be executed on their behalf and their seals affixed the day and year written below.

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OWNER:

DIVERSEY LIMITED PARTNERSHIP,
an Illinois limited partnership

By: **DIVERSEY GP, NFP,**
an Illinois not for profit corporation,
Its General Partner

By: *Michael Goldberg*
Michael Goldberg, Its Secretary

GRANTEE:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Printed Name: _____
Its: _____

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OWNER:

DIVERSEY LIMITED PARTNERSHIP,
an Illinois limited partnership

By: **DIVERSEY GP, NFP,**
an Illinois not for profit corporation,
Its General Partner

By: _____
Michael Goldberg, Its Secretary

GRANTEE:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: Debra Olson
Printed Name: DEBRA OLSON
Its: ASSISTANT EXECUTIVE DIRECTOR

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STATE OF ILLINOIS) SS:
COUNTY OF COOK)

On this 2 day of March, 2017, before me Kristina Butler, a Notary Public in and for the City and County of Chicago, COOK, appeared Michael Goldberg to me personally known and known to me to be the Secretary of Diversey GP, NFP, an Illinois not for profit corporation (the "General Partner"), which is the general partner of Diversey Limited Partnership, an Illinois limited partnership (the "Owner"), and the person who executed the aforesaid instrument bearing the date of March 2, 2017, and acknowledged that he executed the aforesaid instrument for and on behalf of the Owner in his capacity as Secretary of the General Partner of the Owner for the purposes herein.



NOTARY PUBLIC

My Commission Expires: September 12, 2020

STATE OF ILLINOIS) SS:
COUNTY OF COOK)

On this _____ day of _____, 20____, before me _____, a Notary Public in and for the City and County of _____, _____, appeared _____ to me personally known and known to me to be the duly Authorized Agent of the Grantee, and the person who executed the aforesaid instrument bearing the date of _____, 20____, and acknowledged that he executed the aforesaid instrument for and on behalf of the said Grantee for the purposes herein.

NOTARY PUBLIC

My Commission Expires: _____

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STATE OF ILLINOIS) SS:
COUNTY OF COOK)

On this _____ day of _____, 20____, before me _____, a Notary Public in and for the City and County of _____, _____, appeared Michael Goldberg to me personally known and known to me to be the Secretary of Diversey GP, NFP, an Illinois not for profit corporation (the "General Partner"), which is the general partner of Diversey Limited Partnership, an Illinois limited partnership (the "Owner"), and the person who executed the aforesaid instrument bearing the date of _____, 20____, and acknowledged that he executed the aforesaid instrument for and on behalf of the Owner in his capacity as Secretary of the General Partner of the Owner for the purposes herein.

NOTARY PUBLIC

My Commission Expires: _____

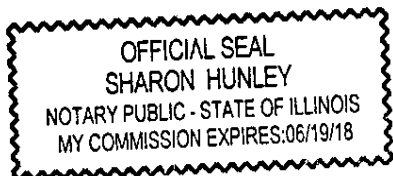
STATE OF ILLINOIS) SS:
COUNTY OF COOK)

On this 6th day of March, 2017 before me Sharon Hunley, a Notary Public in and for the City and County of Chicago, Cook, appeared Debra Olson, Asst. Executive Director to me personally known and known to me to be the duly Authorized Agent of the Grantee, and the person who executed the aforesaid instrument bearing the date of March 1, 2017, and acknowledged that he executed the aforesaid instrument for and on behalf of the said Grantee for the purposes herein.

[Signature]

NOTARY PUBLIC

My Commission Expires: 6/19/18



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EXHIBIT A LEGAL DESCRIPTION

The East one foot of Lot 20 and all of Lots 21, 22 and 23 in Warners Subdivision of Lots 17 and 18 in Bickerdike and Steele's Subdivision of the West ½ of the Northwest ¼ of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 14-28-115-042

Commonly known as 712 W. Diversey Parkway, Chicago, Illinois

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EXHIBIT B CONSENT OF MORTGAGEE

See Attached

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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CONSENT OF MORTGAGEE

CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION, HOLDER OF (1) A NOTE SECURED BY A MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING, DATED AS OF DECEMBER 1, 2015 AND RECORDED DECEMBER 22, 2015 IN THE COOK COUNTY RECORDER OF DEEDS OFFICE AS DOCUMENT NUMBER 1535610095, AND RE-RECORDED ON DECEMBER 23, 2015 AS DOCUMENT NUMBER 1535716015, AND (2) A MULTIFAMILY SUBORDINATE NOTE SECURED BY A SUBORDINATE MORTGAGE DATED AS OF DECEMBER 1, 2015 AND RECORDED DECEMBER 22, 2015 AS DOCUMENT NUMBER 1535610102, EACH AS MODIFIED FROM TIME TO TIME, ON THE PROPERTY DESCRIBED HEREIN HEREBY CONSENTS TO THE EXECUTION AND RECORDING OF THE ATTACHED USE AGREEMENT.

DATED THIS 28 ^{FEBRUARY} DAY OF ~~MARCH~~, 2017.

CITIBANK, N.A.

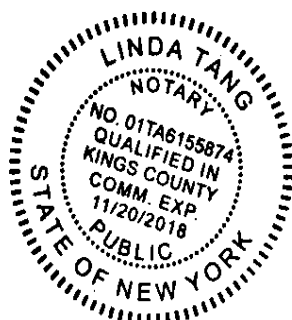
By: [Signature]
Name: Min Park
Its: Authorized Signatory

MORTGAGEE'S NOTARY CERTIFICATE

STATE OF NEW YORK
COUNTY OF KINGS) SS

I, Linda Tang, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT Min Park (TITLE) OF CITIBANK N.A. WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN HIS/HER CAPACITY AS Authorized Signatory CITIBANK, N.A., AS HIS/HER FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF CITIBANK, N.A. FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 28 ^{February} DAY OF ~~MARCH~~, 2017.



[Signature]
Notary

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CONSENT OF MORTGAGEE

HEARTLAND HOUSING, INC., HOLDER OF (1) A SELLER FINANCING PROMISSORY NOTE SECURED BY A JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (SELLER FINANCING) DATED AS OF DECEMBER 22, 2015 AND RECORDED DECEMBER 22, 2015 IN THE COOK COUNTY RECORDER OF DEEDS OFFICE AS DOCUMENT NUMBER 1535610099, AND (2) A PROMISSORY NOTE (DCEO) SECURED BY A SECOND JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (SELLER FINANCING) DATED AND RECORDED CONCURRENTLY HEREWITH, EACH AS MODIFIED FROM TIME TO TIME, ON THE PROPERTY DESCRIBED HEREIN HEREBY CONSENTS TO THE EXECUTION AND RECORDING OF THE ATTACHED USE AGREEMENT.

DATED THIS 2 DAY OF MARCH, 2017.

HEARTLAND HOUSING, INC.

By: Michael Goldberg
Name: Michael Goldberg
Its: Executive Director

MORTGAGEE'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THE UNDERSIDGNEED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT MICHAEL GOLDBERG, EXECUTIVE DIRECTOR OF HEARTLAND HOUSING, INC., WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN HIS CAPACITY AS EXECUTIVE DIRECTOR OF HEARTLAND HOUSING, INC., AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF HEARTLAND HOUSING, INC. FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 2 DAY OF MARCH, 2017.

[Signature]
Notary Public

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CONSENT OF MORTGAGEE

THE CITY OF CHICAGO, AN ILLINOIS MUNICIPAL CORPORATION, AND HOLDER OF A NOTE SECURED BY A JUNIOR MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT, DATED DECEMBER 23, 1996 AND RECORDED ON DECEMBER 23, 1996 AS DOCUMENT NUMBER 96965719, AS MODIFIED FROM TIME TO TIME INCLUDING, WITHOUT LIMITATION, (i) THAT CERTAIN FIRST AMENDMENT TO LOAN DOCUMENTS ENTERED INTO ON JUNE 21, 2013 RECORDED JULY 1, 2013 AS DOCUMENT NUMBER 131823070, (ii) THAT CERTAIN SECOND AMENDMENT TO LOAN DOCUMENTS DATED AND RECORDED ON ON DECEMBER 22, 2015 AS DOCUMENT NUMBER 1535610092, AND (iii) THE CITY LOAN ASSUMPTION RESTRUCTURING AND PROPERTY TRANSFER APPROVAL DATED AND RECORDED DECEMBER 22, 2015 AS DOCUMENT NUMBER 1535610096, ON THE PROPERTY DESCRIBED HEREIN HEREBY CONSENTS TO THE EXECUTION AND RECORDING OF THE ATTACHED USE AGREEMENT.

DATED THIS 2ND DAY OF MARCH, 2017.

CITY OF CHICAGO, Acting by and through
its Department of Planning and Development

By: 

Name: David L. Reifman

Its: Commissioner

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MORTGAGEE'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT DAVID L. REIFMAN (COMMISSIONER) OF THE CITY OF CHICAGO DEPARTMENT OF PLANNING AND DEVELOPMENT WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN HIS/HER CAPACITY AS COMMISSIONER OF THE CITY OF CHICAGO DEPARTMENT OF PLANNING AND DEVELOPMENT, AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF THE CITY OF CHICAGO ACTING THROUGH ITS DEPARTMENT OF PLANNING AND DEVELOPMENT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 2ND DAY OF MARCH, A.D., 2016.

Patricia Sulewski

 NOTARY



Cook County Clerk's Office