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This document prepared by
And when recorded mail to:

Sarah Flax
Housing and Grants Administrator
City of Evanston
2100 Ridge
Evanston, Illinois 60201-2798



1721645092

Doc# 1721645092 Fee \$48.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/04/2017 03:43 PM PG: 1 OF 6

1000-1009 mj

AMENDMENT TO LOAN DOCUMENTS

241-243 Callan Avenue and 622 Mulford Street

THIS AMENDMENT TO LOAN DOCUMENTS (this “**Amendment**”) is made by and between BrinNSP, LLC, an Illinois limited liability company, as “**Borrower**”, and the City of Evanston, a municipal corporation in the State of Illinois acting through its Community & Economic Development Department with mailing address at 2100 Ridge Avenue, Evanston, Illinois 60201, “**Lender**.”

RECITALS:

WHEREAS, Borrower and Lender executed that certain Acquisition Loan Agreement dated August 5, 2013 (the “**Loan Agreement**”) with respect to the property commonly known as 241-243 Callan Avenue, and 622 Mulford Street, Evanston, Illinois 60201 and legally described on **Exhibit A**, attached hereto (the “**Property**”).

WHEREAS, In accordance with the Loan Agreement, Borrower is indebted to Lender in the principal sum of \$820,000.00 which indebtedness is evidenced by Borrower’s Mortgage Note dated August 5, 2013 (the “**Note**”) and secured by that certain Mortgage dated August 5, 2013 and recorded in the Office of the Cook County Recorder of Deeds as Document Number 1324855022 (the “**Mortgage**”).

WHEREAS, the loan evidenced by the Note (the “**Loan**”) is provided from the Lender to the Borrower through the Neighborhood Stabilization 2 Program and the regulations issued under Title XII of Division A of the American Recovery and Reinvestment Act of 2009 and in accordance with the Notice of Funding Availability for the Neighborhood Stabilization 2 Program under the American Recovery and Reinvestment Act of 2009 (Notice FR-5321-N-01), subject to the conditions and covenants set forth herein.

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WHEREAS, Lender agreed to provide the Loan in order to fund the Borrower's purchase, rehabilitation and/or development of rental units to be used as a residence to be occupied by income-eligible households for a period of fifteen (15) years following the completion of the rehabilitation of the Property as evidenced by initial occupancy of the rental unit (the "**Restriction Period**") as detailed in the Affordable Housing Restriction attached to the Mortgage (the "**Affordable Housing Restriction**", collectively with the Loan Agreement, Note and Mortgage, the "**Loan Documents**").

WHEREAS, Lender and Borrower desire to enter into this Amendment for the purpose of amending certain provisions of the Loan Documents.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration exchanged and received, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals Incorporated; Certain Defined Terms.** The recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Section 1. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Mortgage.

2. **Decrease in Principal Sum of the Note.** Lender disbursed to Borrower less Loan proceeds pursuant to the Loan Agreement than the initial principal amount of the Loan resulting in the principal amount of the Loan being in the total sum of \$760,567.13. The principal amount of the Note and the amount secured by the Mortgage are hereby amended and restated to equal the total sum of \$760,567.13. All references in the Loan Documents to amount of the Loan are hereby replaced with \$760,567.13.

3. **Expiration of the Restriction Period.** The Property includes (241 Callan Avenue) – 2 restricted units; (243 Callan Avenue) – 3 restricted units. Lender and Borrower acknowledge that the initial date of occupancy for each unit and the corresponding expiration of the Restriction Period are as set forth on the table below. Furthermore, the affordable housing income-eligible standard for each unit are amended and restated as set forth on the following table.

Unit	Initial occupancy date	Expiration of the Restriction Period	Income-Eligible Standard
(241 Callan Avenue) 1S	August 1, 2013	July 31, 2028	The unit shall be affordable for occupancy by income-eligible households, defined as having an annual household income of 120% or less of Area Median Income for the Chicago-Joliet Naperville, IL HUD Metro FMR Area based on household size as determined annually by the U.S. Department of Housing and Urban Development as evidenced when each tenant of the Property

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Unit	Initial occupancy date	Expiration of the Restriction Period	Income-Eligible Standard
			begins occupancy of the unit.
(241 Callan Avenue) 2S	August 1, 2013	July 31, 2028	The unit shall be affordable for occupancy by income-eligible households, defined as having an annual household income of 120% or less of Area Median Income for the Chicago-Joliet Naperville, IL HUD Metro FMR Area based on household size as determined annually by the U.S. Department of Housing and Urban Development as evidenced when each tenant of the Property begins occupancy of the unit.
(243 Callan Avenue) G	August 1, 2013	July 31, 2028	The unit shall be affordable for occupancy by income-eligible households, defined as having an annual household income of 120% or less of Area Median Income for the Chicago-Joliet Naperville, IL HUD Metro FMR Area based on household size as determined annually by the U.S. Department of Housing and Urban Development as evidenced when each tenant of the Property begins occupancy of the unit.
(243 Callan Avenue) 1N	August 1, 2013	July 31, 2028	The unit shall be affordable for occupancy by income-eligible households, defined as having an annual household income of 120% or less of Area Median Income for the Chicago-Joliet Naperville, IL HUD Metro FMR Area based on household size as determined annually by the U.S. Department of Housing and Urban Development as evidenced when each tenant of the Property begins occupancy of the unit.
(243 Callan Avenue) 2N	September 20, 2013	September 19, 2028	The unit shall be affordable for occupancy by income-eligible households, defined as having an annual household income of 120% or less of Area Median Income for the Chicago-Joliet Naperville, IL HUD Metro FMR Area based on household size as determined annually by the U.S. Department of Housing and Urban Development as evidenced when each tenant of the Property begins occupancy of the unit.

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4. **Full Force and Effect of Loan Documents.** Except as modified herein, the terms and provisions of the Mortgage, the Mortgage Note and all other documents evidencing the Loan shall remain in full force and effect.

5. **Miscellaneous.** This Amendment and the transactions contemplated hereby shall not be construed to be a novation of any of the obligations owing by the Borrower under or in connection with the Loan Documents. This Amendment may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Amendment, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Each counterpart may be delivered by facsimile transmission.

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Property of Cook County
Recorder of Deeds Office

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RECORDER OF DEEDS

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[Signature page to Amendment to Loan Agreement]

IN WITNESS WHEREOF, the parties have hereto caused this Amendment to be executed on or about the date first written above.

BORROWER:

LENDER:

By: [Signature]
Authorized Representative
BrinNSP, LLC, a limited liability
company

By: [Signature]
Director, Community Development
Department, City of Evanston, a
Municipal corporation

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY that David Brunt personally known to me to be the Authorized Representative of BrinNSP, LLC, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 13 day of March, 2017.

[Signature]
Notary Public

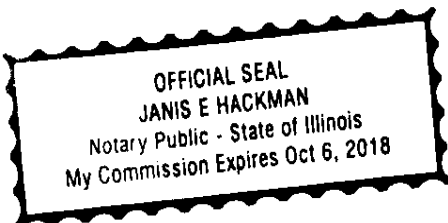
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



The undersigned a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY that Mark Mazzoni personally known to me to be the Director of Community Development of the City of Evanston, a body politic in the State of Illinois, appeared before me this day in person, and acknowledged that as Director he signed, sealed and delivered the foregoing instrument as the free and voluntary act of the City of Evanston and as its free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of February, 2017.

[Signature]
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

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