



\*1822713036\*

Prepared By and  
After Recording Return To:

Doc# 1822713036 Fee \$54.00

NHS Redevelopment Corporation  
ATT: Program Coordinator  
1279 N Milwaukee, 4<sup>th</sup> flr  
Chicago, IL 60622

KAREN A. YARBROUGH  
COOK COUNTY RECORDER OF DEEDS  
DATE: 08/15/2018 11:41 AM PG: 1 OF 9

SPACE ABOVE THIS LINE FOR RECORDING PURPOSES ONLY

**TROUBLED BUILDINGS INITIATIVE II (TBI2)  
GRANT RECAPTURE AGREEMENT**

THIS GRANT RECAPTURE AGREEMENT ("Agreement") is made as of this 27 day of June 2018 by DWOMAH YAW, ("Grantee"), to and for the benefit of NHS Redevelopment Corporation ("Grantor").

**RECITALS**

WHEREAS, the City of Chicago ("City") has determined it to be in the best interests of the City to improve one- to four-unit residential buildings which (i) have been foreclosed upon, or (ii) are vacant and have deteriorated to the extent that they threaten public health, safety or welfare ("Troubled Buildings"); and

WHEREAS, the City Council of the City, by ordinance adopted September 29, 2004, desires to improve Troubled Buildings through a program to be known as the Troubled Building Initiative II Program (the "Program"); and

WHEREAS, The City acting through its Department of Community Development (the "Department" or "DCD") has made funds available to the Grantor through the program, to fund Grantor's provision of Program Services (defined below) for Troubled Buildings ("Program Funds"); and

WHEREAS, Grantor has expertise in improving Troubled Buildings through, among other things, (i) acquiring vacant buildings; (ii) managing the sale of Troubled Buildings to owner-occupants ("Owners") and Developers; (iii) providing acquisition financing to Developers of Troubled Buildings; and (iv) providing or managing receivership services pursuant to court appointment (such enumerated services and similar services shall be known herein as "Program Services").

WHEREAS, the Grantee is an individual providing affordable housing and supportive services to low- and moderate-income families and individuals; and

WHEREAS, Program Services have been delivered at real property legally described on Exhibit A attached hereto ("Land") which has been improved with **multi-family housing unit (2-FLAT)** ("Home") improving the Land; and

# UNOFFICIAL COPY

WHEREAS, the Home was assisted by Grantor utilizing \$173,742.55 (One Hundred and Seventy Three Thousand, Seven Hundred Forty-two dollars and Fifty Five cents.) of Program Funds which aided to finance the **acquisition and eligible repair and/or holding costs** associated with improving the Home; and

WHEREAS, in consideration for the City's willingness to forego reimbursement of the Program Funds, and to Grant such funds to the Grantee, Grantee has agreed to comply with the terms of this Agreement, including the recapture provisions described herein:

NOW, THEREFORE, to secure the performance and observance by Grantee of all the terms, covenants and conditions described in this Agreement, and in order to charge the properties, interests and rights hereinafter described with such consideration, Grantee has executed and delivered this Agreement with respect to the following described property (which is hereinafter sometimes referred to as "the Property"): **see exhibit A, attached.**

(A) The Land;

(B) All structures and improvements of every nature whatsoever now or hereafter situated on the Land, including, without limitation, the Home, all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by Grantee, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing ("Improvements"); and

(C) All rents and issues of the Land and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Grantee, in and to the same;

THIS AGREEMENT IS GIVEN TO EVIDENCE GRANTEE'S OBLIGATIONS OF: (a) payment of the recapture provision evidenced by the terms of this Grant, Recapture and Security Agreement, and (b) performance of each and every of the covenants, conditions and agreements contained in this Agreement, and in any other agreement, document or instrument to which reference is expressly made in this Agreement.

## ARTICLE I

### INCORPORATION OF RECITALS

The recitals set forth above constitute an integral part of this Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

## ARTICLE II

### COVENANTS, REPRESENTATIONS AND WARRANTIES

Grantee covenants and agrees with Grantor that:

#### 2.01 Taxes and Assessments.

(a) Grantee will pay when due all general taxes and assessments, special assessments, water charges and all of the charges against the Property and shall, upon written request, furnish to Grantor

# UNOFFICIAL COPY

receipts evidencing payment thereof, provided that Grantee, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

(b) Grantee will not suffer (unless bonded or insured over) any mechanic's, laborer's, material men's, or statutory lien to remain outstanding upon any of the Property. Grantee may contest such lien, provided that Grantee shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Grantee shall diligently prosecute the contested lien and cause the removal of the same.

## 2.02 Insurance.

Grantee shall keep the Property continuously insured in such amounts and against such risks as required of Grantee by the Senior Lender (as hereinafter defined), paying the premiums for said insurance as they become due. Policies of insurance shall name Grantor as an additional insured. All policies of insurance shall provide that the same shall not be cancelled, except upon thirty (30) days prior written notice to Grantor.

## 2.03 Maintenance of the Property.

(a) Grantee shall preserve and maintain the Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Grantee shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Property or any part thereof.

(b) If the Property or any part thereof is damaged by fire or any other cause, Grantee will immediately give written notice of the same to Grantor.

(c) Grantor or its representatives shall have the right to inspect the Property to assure compliance with the terms of this Agreement.

(d) Grantee shall promptly comply, and cause the Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Property or any part thereof and with all instruments and documents of record or otherwise affecting the Property or any part thereof.

(e) If all or any part of the Property shall be damaged by fire or other casualty, Grantee, subject to the rights of co-insurer, will promptly restore the Property to the equivalent of its condition prior to the casualty, to the extent of any insurance proceeds made available to Grantee for that purpose.

## 2.04 Subordination.

Paragraph intentionally omitted.

## 2.05 Affordability Covenants.

The Grantee further covenants, on behalf of itself, its successors, heirs and assigns, as flows: that:

a. units in the Property shall be rented (i) to tenants whose household incomes, adjusted for family size, do not exceed eighty percent (80%) of the Chicago Primary Metropolitan Statistical Area median income ("AMI") ("**Qualified Tenant**"), as determined and published by the United States

# UNOFFICIAL COPY

Department of Housing and Urban Development, and (ii) at a rental price that does not exceed thirty percent (30%) of the tenants' household income ("**Affordable Price**"); and

d. the Affordability Covenants set forth in this Section 2.05 shall remain in full force and effect, and the Grantee shall be obligated to comply the terms of said Affordability Covenants for the entire Term of this Agreement ("Grant Term"). The Grant Term shall begin on \_\_\_\_\_ (the "Conveyance Date"), and shall end on the fifteenth anniversary date of the Conveyance Date.

## ARTICLE III

### DEFAULT AND RECAPTURE PROVISIONS

#### 3.01 Recapture.

- a. "**Recapture Amount**" shall mean an amount equal to the Grant. Solely for purposes of calculating the Recapture Amount, on the anniversary of the Conveyance Date and each anniversary of the Conveyance Date thereafter (up to and including the fifteenth anniversary of the Conveyance Date), the amount of the Grant subject to recapture shall be reduced by 6.7% of the Grant Amount.
- b. If Grantee conveys the Property or executes a deed in lieu of foreclosure prior to the expiration of Grant Term, Grantor shall be entitled to recapture, and Grantee shall be obligated to pay Grantor the Recapture Amount.
- c. If Grantee fails, at anytime during the Grant Term, to comply with the Affordability Covenants of this Agreement, set forth in Section 2.05 of this Agreement, including the rental of all residential units in the Home to Qualified Tenants at an Affordable Price, Grantor shall be entitled to recapture, and Grantee shall be obligated to pay Grantor the Recapture Amount.
- d. If an Event of Default occurs, as set forth in Article IV, hereof, Grantor shall be entitled to recapture, and Grantee shall be obligated to pay Grantor the Recapture Amount.

3.02 [intentionally omitted]

#### 3.03 Release of Agreement.

If Grantee fulfills all covenants and obligations of this Agreement, for the full Grant Term, the Grant shall be completely forgiven and nothing shall be due and owing or subject to recapture in connection with the Grant, and Grantee shall be under no further obligation to Grantor. In such event, within 30 days of receipt of a written request from Grantee, Grantor shall execute a release of the Agreement. Said release shall be in recordable form.

## ARTICLE IV

### DEFAULT

#### 4.01 Events of Default.

The terms "Event of Default" or "Events of Default", wherever used in the Agreement, shall mean any one or more of the following events:

# UNOFFICIAL COPY

(a) Failure by Grantee to duly observe or perform any material term, covenant, condition, or agreement of this Agreement (after the expiration of all cure periods as provided herein); or

(b) A default continuing beyond all applicable cure periods under the Senior Financing and permitting foreclosure thereunder.

## 4.02 Acceleration.

(a) If an Event of Default due to a failure to make any payment when the same is due and owing ("Monetary Event of Default") shall have occurred under any **Senior or Subsequent Mortgage** or security documents, or this Agreement, and shall have continued for ten days following notice thereof from Grantor to Grantee, the **Recapture Amount** described herein and secured hereby, shall become immediately due and payable without further notice or demand.

(b) If an Event of Default (other than a Monetary Event of Default), shall have occurred under any **Senior or Subsequent Mortgage** or security documents, and shall have continued for 60 days following the receipt of notice thereof from Grantor to Grantee, the **Recapture Amount** hereunder shall immediately become due and payable without further notice or demand; provided, however, that in the event such default cannot reasonably be cured within such 60 day period and if Grantee has commenced efforts to cure, then the time to cure shall be extended so long as said party diligently continues to cure such default.

(c) Except as otherwise permitted by the terms of this Agreement (**Section 2.04**), any sale, partial sale, refinancing, syndication or other disposition of the Property shall entitle the Grantor to declare the Recapture Amount immediately due and payable without further notice or demand, **absent Grantor's written consent for the said sale, partial sale, refinancing, syndication or other disposition of the Property**; provided, however, the replacement or substitution of any machinery, equipment or fixtures, now owned or hereafter acquired by Grantee, with machinery or equipment of like kind and value, whether or not such machinery or equipment is deemed a fixture under applicable provisions of the Illinois Uniform Commercial Code, will not be an Event of Default under this Agreement.

## 4.03 Remedies.

(a) When the Recapture Amount, or any part thereof, shall become due, Grantor shall be entitled to payment thereof. Grantor shall be entitled to all rights and remedies at law and in equity to enforce payment of the Recapture Amount.

(b) [intentionally omitted]

(c) [intentionally omitted]

4.04 [intentionally omitted]

4.05 [intentionally omitted]

## 4.06 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Grantor by this Agreement is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be

# UNOFFICIAL COPY

cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

#### 4.07 Waiver.

No delay or omission of Grantor to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Agreement to Grantor may be exercised from time to time as often as may be deemed expedient by Grantor. No consent or waiver, expressed or implied, by Grantor to or of any breach or Event of Default by Grantee in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Grantee hereunder. Failure on the part of Grantor to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Grantor of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Grantee.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

#### 5.01 Successors and Assigns.

This Agreement shall inure to the benefit of and be binding upon Grantee and Grantor and their respective legal representatives, successors and assigns. Whenever a reference is made in the Agreement to Grantee or to Grantor, such reference shall be deemed to include a reference to legal representatives, successors and assigns of Grantee or Grantor, as applicable.

#### 5.02 Terminology.

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Agreement, and all references herein to articles, sections or paragraphs shall refer to the corresponding articles, sections or paragraphs of this Agreement unless specific reference is made to such articles, sections or paragraphs of another document or instrument.

#### 5.03 Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

5.04 [intentionally omitted]

#### 5.05 Modification.

No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the Grantee and Grantor or their respective successors and assigns.

5.06 [intentionally omitted]

#### 5.07 Applicable Law.

This Agreement shall be interpreted, construed and enforced under the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year first above written.

# UNOFFICIAL COPY

*[Signature]*  
Dwomoh Yaw

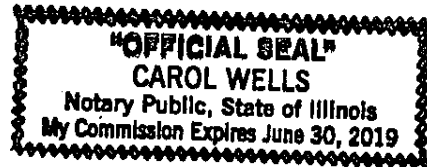
STATE OF ILLINOIS )  
                                  )ss  
COUNTY OF COOK )

I, Carol Wells, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Yaw Dwomoh Yaw as 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 she signed and delivered the said instrument as \_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notaries seal this 27<sup>th</sup> day of June, 2018.

*[Signature]*  
Notary Public

My commission expires June 30, 2019



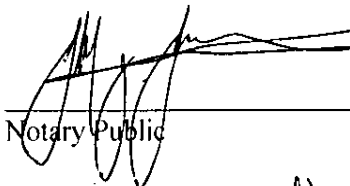
*[Signature]*  
Linda Greene,  
Director NHS Redevelopment Corporation

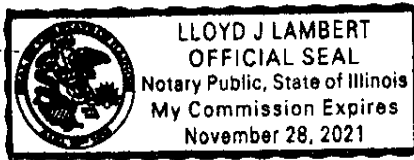
STATE OF ILLINOIS )  
                                  )ss  
COUNTY OF COOK )

I, Lloyd Lambert, a Notary Public in and for said County, in the State aforesaid, do hereby certify that LINDA GREENE to me as 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 she signed and delivered the said instrument as \_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notaries seal this 27<sup>th</sup> day of JUNE, 2018.

# UNOFFICIAL COPY

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



My commission expires November 28, 2021.

Prepared by and after recording to be returned to:

**NHS Redevelopment Corporation**  
**C/o Margaret Cassidy, Program Coordinator**  
**1279 N Milwaukee, 1<sup>th</sup> Flr**  
**Chicago, IL 60622**

Property of Cook County Clerk's Office

## EXHIBIT A

### LEGAL DESCRIPTION:

**THE SOUTH ½ OF LOT 41 AND ALL OF LOT 42 IN SUTCLOFFE'S SUBDIVISION OF LOTS 4, 5, 6, 7, AND 8 OF THE WEST ½ OF THE WEST ½ OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS**

**PROPERTY INDEX NO.: 25-15-118-041-0000**



# UNOFFICIAL COPY

Commonly known as: 10512 S WABASH, CHICAGO ILLINOIS 60628

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

Property of Cook County Clerk's Office