



1828416021

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/11/2018 03:17 PM PG: 1 OF 7

This document prepared by
And after recording return to:

Paul Davis
Applegate and Thorne-Thomsen
440 South LaSalle, Suite 1900
Chicago, IL, 60605

FIRST AMENDMENT TO AHP DOCUMENTS

This **FIRST AMENDMENT TO AHP DOCUMENTS** (the "Amendment") is made as of March ~~30~~, 2017 by and among First Eagle Bank (the "Member"), Mercy Housing Lakefront, an Illinois not for profit corporation (the "Sponsor"), and New Sterling Park LLC, an Illinois limited liability company (the "Owner").

RECITALS:

A. Pursuant to an award letter dated November 20, 2014 from the Federal Home Loan Bank of Chicago ("FHLBC") to the Member and the Sponsor, the Sterling Park Apartments project in Chicago, Illinois (the "Project") received an AHP award in the amount of \$850,000 (the "AHP Award").

B. To evidence their respective obligations with respect to the AHP Award, the Member, the Owner and the Sponsor entered into a Retention/Recapture Agreement for Rental Projects Using Low Income Housing Tax Credits (LIHTCs) dated as of June 1, 2015 (the "Retention Agreement") with respect to the Project. The Retention Agreement was recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on July 1, 2015 as document number 1518241061 against the land more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Land").

C. The AHP Award was made to the Sponsor, which then loaned the funds to the Owner pursuant to the following documents (collectively, the "AHP Loan Documents"): (i) a Promissory Note dated as of June 1, 2015 in the principal amount of \$850,000 executed by Owner in favor of Sponsor; and (ii) a Junior Mortgage, Assignment of Rents and Security Agreement dated as of June 1, 2015 executed by Owner in favor of Sponsor, and recorded with the Recorder on July 1, 2015 as document number 1518241060 against the Land.

D. Certain lenders providing financing for the Project required that the Sponsor execute the following subordination agreements regarding the AHP Loan Documents (collectively, the "Subordination Agreements"): (i) Subordination and Intercreditor Agreement dated as of June 1, 2015 by and among Citibank, N.A., the Sponsor and the Owner and recorded with the Recorder on July 1, 2015 as document number 1518241066 against the Land; and (ii) Subordination Agreement dated as of June 1, 2015 by and among the Chicago Housing

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Authority, the Sponsor and the Owner and recorded with the Recorder on July 1, 2015 as document number 1518241067 against the Land.

E. After the rehabilitation of the Project by the Owner began, the FHLBC determined that the AHP Award amount should be reduced from \$850,000 to \$730,000, and the Member, the Owner and the Sponsor desire to amend the Retention Agreement and the AHP Loan Documents to correct the amount of the AHP Award.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Amount of Award.** All references in the Retention Agreement and the AHP Loan Documents to the amount of the AHP Award are hereby revised from \$850,000 to \$730,000. The Sponsor and Owner each hereby acknowledges and agrees that this reduction in the AHP Award does not affect its obligations and agreements under the Subordination Agreements.
2. **General Provisions.**
 - (a) **Retention Agreement; AHP Loan Documents.** Except as otherwise modified herein, the Retention Agreement and the AHP Loan Documents shall remain unmodified and in full force and effect.
 - (b) **References.** All references in the Retention Agreement or the AHP Loan Documents, respectively, to the Retention Agreement or the AHP Loan Documents, shall mean the Retention Agreement, and AHP Loan Documents, as modified by this Amendment.
 - (c) **Governing Law.** All questions with respect to this Amendment and the rights and liabilities of the parties hereto shall be governed by the internal laws of the State of Illinois.
 - (d) **Counterparts and Execution.** This Amendment may be executed in any number of counterparts, each of which when taken together shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[The remainder of this page was intentionally left blank. The signature pages follow.]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

MEMBER:

First Eagle Bank

By: [Signature]
Name: FARUK DAUDRAS C
Title: SVP

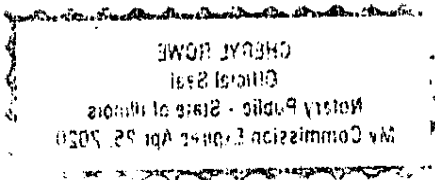
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Melissa Wong, a Notary Public in and for said County in the State aforesaid, do hereby certify that Frank Daudras, the Sr. VP of First Eagle Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act, and as the free and voluntary act of said company, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on Sept 10, 2017.

[Signature]
Notary Public

My Commission Expires: 04/08/20



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SPONSOR:

Mercy Housing Lakefront, an Illinois
not for profit corporation

By: [Signature]
Name: MARC ANGELINI
Its: PRESIDENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

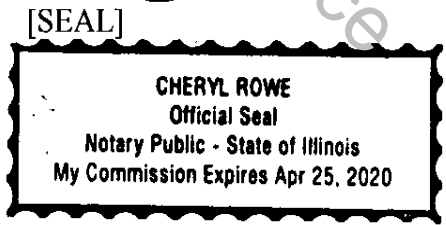
I, Cheryl Rowe, a Notary Public in and for said County in the State aforesaid, do hereby certify that Marc Angelini, the President of Mercy Housing Lakefront, an Illinois not for profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on Sept 17, 2018, 2017.

[Signature]

Notary Public

My Commission Expires: April 25, 2020



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OWNER:

New Sterling Park LLC, an Illinois limited liability company

By: New Sterling Park MM LLC, an Illinois limited liability company

Its: Managing Member

By: Mercy Sterling NFP, an Illinois not for profit corporation, its managing member

By:

Name: MARK ANGELETTI

Title: PRESIDENT

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Angeletti, the President of Mercy Sterling NFP, the managing member of New Sterling Park MM LLC, the managing member of New Sterling Park LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/he own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of Sept, 2018, 2017.

Cheryl Rowe
Notary Public

My Commission Expires:

April 25, 2020



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EXHIBIT A

LEGAL DESCRIPTION OF PROJECT REAL ESTATE

PARCEL 1: (MDL BUILDING PARCEL)

THAT PART OF LOTS 7, 8 AND 9 IN BLOCK 1 IN HENRY E. VANCE'S RE-
SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21ST,
1904, AS DOCUMENT NO. 3635041, IN THE SOUTH EAST QUARTER OF SECTION 14,
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE 3RD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 1, ALSO BEING THE
INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH HOMAN AVENUE
AND THE SOUTH RIGHT-OF-WAY LINE OF WEST ARTHINGTON STREET; THENCE
SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF
SAID BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF WEST
ARTHINGTON STREET, A DISTANCE OF 489.02 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89 DEGREES 14 MINUTES 04 SECONDS EAST ALONG
SAID NORTH LINE OF BLOCK 1, ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF
WEST ARTHINGTON STREET, A DISTANCE OF 108.77 FEET TO THE NORTHEAST
CORNER OF LOT 7, ALSO BEING THE INTERSECTION OF SAID SOUTH RIGHT-OF-
WAY LINE OF WEST ARTHINGTON STREET AND THE WEST RIGHT-OF-WAY LINE
OF VACATED SOUTH SPAULDING AVENUE; THENCE SOUTH 00 DEGREES 26
MINUTES 04 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 7, ALSO BEING
SAID WEST RIGHT-OF-WAY LINE OF VACATED SOUTH SPAULDING AVENUE, A
DISTANCE OF 337.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7 ALSO
BEING THE NORTH LINE OF THE B. & O. C.T. RAILROAD (FORMERLY THE
CHICAGO AND GREAT WESTERN RAILROAD); THENCE NORTH 89 DEGREES 13
MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE OF BLOCK 1, ALSO BEING
SAID NORTH RIGHT-OF-WAY LINE OF THE B. & O. C.T. RAILROAD, A DISTANCE OF
289.32 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 38 SECONDS EAST, A DISTANCE OF 157.20 FEET TO A POINT ON THE SOUTHERLY
FACE OF A ONE STORY BRICK BUILDING AS SAID BRICK BUILDING EXISTED ON
SEPTEMBER 15, 1997; THENCE SOUTH 89 DEGREES 40 MINUTES 36 SECONDS EAST
ALONG SAID SOUTHERLY BUILDING FACE AND THE EASTERLY EXTENSION
THEREOF, A DISTANCE OF 179.12 FEET; THENCE NORTH 00 DEGREES 40 MINUTES
38 SECONDS EAST, A DISTANCE OF 179.02 FEET TO SAID POINT OF BEGINNING;
ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

ALL THAT PART OF SPAULDING AVENUE VACATED PER DOCUMENT NUMBER 0803703000 RECORDED FEBRUARY 6, 2008 AND LYING EAST OF AND ADJOINING PARCEL 2 AFORESAID, LYING SOUTH OF THE SOUTH LINE OF ARTHINGTON STREET AND NORTH OF THE B. & O. C.T. RAILROAD (FORMERLY THE CHICAGO AND GREAT WESTERN RAILROAD), LOCATED IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY THE AMENDED AND RESTATED CROSS-EASEMENT AGREEMENT RECORDED DECEMBER 19, 2008 AS DOCUMENT 0835422062, FOR RIGHT OF WAY AND RIGHT TO USE AND UTILIZE ALL PRIVATE ROADS, DRIVEWAYS, ALLEYWAYS OR OTHER PAVED OR CONCRETE PATHWAYS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO AND FROM SOUTH HOMAN AVENUE AND WEST ARTHINGTON STREET; CERTAIN WATER EASEMENTS; ACCESS TO SUB-BASEMENT OF THE POWER PLANT BUILDING; MAINTENANCE AND RESTORATION EASEMENTS; AND ELECTRICAL EASEMENTS; OVER AND UPON PORTIONS OF THE LAND MORE PARTICULARLY DESCRIBED ON EXHIBIT 'A' AND AS DEPICTED ON OTHER EXHIBITS ATTACHED THERETO.

3301 West Arthington Chicago IL 60624

PIN: 16-14-417-009 ; 16-14-417-011

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