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THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Matthew C. Brett, Esq.
Applegate & Thorne-Thomsen, P.C.
425 S. Financial Place, Suite 1900
Chicago, Illinois 60605
Permanent Index Tax
Identification No(s).
See Exhibit A

Property Address:
3251 E. 92nd Street, Chicago, IL



Doc# 1911445030 Fee \$50.00

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

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/24/2019 11:05 AM PG: 1 OF 7

AMENDMENT TO DONATIONS TAX CREDIT REGULATORY AGREEMENT

This AMENDMENT TO DONATIONS TAX CREDIT REGULATORY AGREEMENT ("Amendment") is made as of April 1, 2019, by SOUTH CHICAGO SLF ASSOCIATES, L.P., an Illinois limited partnership ("Borrower"), the CITY OF CHICAGO, ILLINOIS, an Illinois municipal corporation ("Agency") and NHS REDEVELOPMENT CORPORATION, an Illinois not for profit corporation ("Sponsor").

WHEREAS, Borrower has obtained financing from Wells Fargo Bank, National Association, (the "Lender") for the benefit of the project known as Victory Centre of South Chicago SLF, Chicago, Cook County, Illinois, FHA Project No. 071-43288 (the "Project"), which loan is secured by a Healthcare Mortgage, Assignment of Leases, Rents and Revenue and Security Agreement ("Security Instrument") dated effective as of April 1, 2019, recorded or to be recorded in the Office of the Recorder of Cook County, Illinois (the "Recorder's Office") and is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, Borrower and Sponsor received an allocation of Illinois Affordable Housing Tax Credits ("IAHTC") from Agency, which Agency has required certain restrictions be recorded against the Project; and

WHEREAS, Borrower and Sponsor entered into that certain Donations Tax Credit Regulatory Agreement ("Restrictive Covenants") with respect to the Project, more particularly described in Exhibit A attached hereto, dated as of December 1, 2007 and recorded in the Recorder's Office on December 20, 2007 as Document No. 0735411062;

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the Agency has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Amendment.

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NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) **In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Amendment, the provision contained in this Amendment shall govern and be controlling in all respects as set forth more fully herein.**

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means collectively, the Healthcare Regulatory Agreement - Borrower between Borrower and HUD with respect to the Project, and the Healthcare Regulatory Agreement – Operator between South Chicago SLF Associates, L.P. and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Wells Fargo Bank, National Association, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the Healthcare Regulatory Agreement – Borrower between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the "HUD Requirements"). Borrower and Sponsor each covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the

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event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Agency's ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower and Sponsor each represents and warrants that to the best of Borrower's and Sponsor's knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate.

(e) Borrower, Sponsor and the Agency acknowledge that Borrower's or Sponsor's failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) Except for the Agency's reporting requirement, in enforcing the Restrictive Covenants, the Agency will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available Surplus Cash, if the Borrower is a for-profit entity;
- ii. Available distributions of Surplus Cash and Residual Receipts authorized for release by HUD, if the Borrower is a limited distribution entity;
- iii. Available Residual Receipts authorized by HUD, if the Borrower is a non-profit entity; or
- iv. A HUD-approved collateral assignment of any HAP contract.

(g) For so long as the Mortgage Loan is outstanding, Borrower, Sponsor and Agency shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Agency may require the Borrower to indemnify and hold the Agency harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Agency relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligations to indemnify and hold the Agency harmless shall be limited to available Surplus Cash and/or Residual Receipts of the Borrower.

[SIGNATURE PAGES TO FOLLOW]

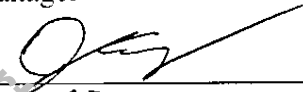
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BORROWER:

SOUTH CHICAGO SLF ASSOCIATES, L.P.,
an Illinois limited partnership

By: South Chicago SLF Partners, LLC,
an Illinois limited liability company,
its administrative general partner

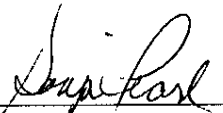
By: PSL Management LLC,
an Illinois limited liability company,
its sole manager

By: 
Jerome E. Finis, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerome E. Finis, as Manager of PSL Management, LLC, the manager of South Chicago SLF Partners, LLC, an Illinois limited liability company and administrative general partner of South Chicago SLF Associates, L.P., an Illinois limited partnership, 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 he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability companies as the administrative general partner of South Chicago SLF Associates, L.P., for the uses and purposes therein set forth.

Given under my hand and official seal this 1 day of April, 2019.



Notary Public
My Commission Expires: 4/29/22



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AGENCY:

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
 Name: David L. Reifman
 Title: Commissioner,
 Department of Planning and Development

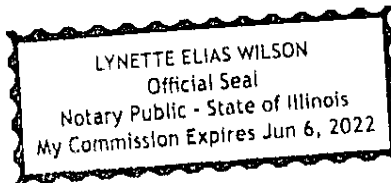
STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this 1st day of April, 2019, David L. Reifman, the Commissioner of the Department of Planning and Development of the City of Chicago, 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 (s)he signed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(seal)

Lynette Elias Wilson
 Notary Public



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SPONSOR:

NHS REDEVELOPMENT CORPORATION,
an Illinois not for profit corporation

By: Linda Greene
Its: Director
Printed: Linda Greene

Property of Cook County Clerk's Office

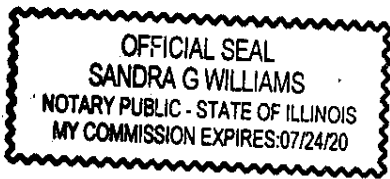
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this 1st day of April, 2019, Linda Greene, the Director of NHS Redevelopment Corporation, an Illinois not for profit corporation, 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 (s)he signed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(seal)

Sandra G Williams
Notary Public



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Exhibit A

Legal Description

THOSE PARTS OF LOTS 1 THROUGH 12 AND 30 THROUGH 43, IN BLOCK 88 IN SOUTH CHICAGO, BEING A SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF THE EAST HALF OF THE WEST HALF AND PARTS OF THE EAST FRACTIONAL HALF OF FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, AND THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, LYING NORTH OF THE MICHIGAN SOUTHERN RAILROAD AND FRACTIONAL SECTION 5, NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NUMBER 145281, DATED MARCH 6, 1874, ALSO INCLUDING PART OF THE PUBLIC ALLEY VACATED BY ORDINANCE RECORDED DECEMBER 28, 2006, AS DOCUMENT NUMBER 0636209048, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 32 IN SAID BLOCK 88; THENCE NORTH 88 DEGREES 30 MINUTES 50 SECONDS EAST, A DISTANCE OF 374.17 FEET ALONG THE NORTH LINE OF SAID BLOCK 88, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF EAST 92ND STREET; THENCE SOUTH 09 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 25.34 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 23 SECONDS EAST, A DISTANCE OF 109.42 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH HARBOR DRIVE PER DOCUMENT NUMBER 0525534031 RECORDED SEPTEMBER 12, 2005; THENCE SOUTH 43 DEGREES 11 MINUTES 21 SECONDS WEST, A DISTANCE OF 47.33 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH HARBOR DRIVE TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE ALONG A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1265.00 FEET, AN ARC DISTANCE OF 261.51 FEET AND CHORD BEARING SOUTH 37 DEGREES 16 MINUTES 01 SECOND WEST; THENCE NORTH 61 DEGREES 29 MINUTES 44 SECONDS WEST, A DISTANCE OF 125.78 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 06 SECONDS WEST, A DISTANCE OF 99.20 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 54 SECONDS WEST, A DISTANCE OF 18.35 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 06 SECONDS WEST, A DISTANCE OF 81.81 FEET TO THE WEST LINE OF SAID BLOCK 88, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SOUTH BURLEY AVENUE; THENCE NORTH 01 DEGREES 34 MINUTES 25 SECONDS WEST A DISTANCE OF 181.18 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF SOUTH BURLEY AVENUE, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 3251 East 92nd Street, Chicago, Illinois

PIN: 26-05-115-038-0000