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THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:  
Illinois Housing Development Authority  
111 East Wacker Drive, Suite 1000  
Chicago, Illinois 60601  
Attn: Shellye A. Taylor

Doc# 1916517048 Fee \$133.00

2HSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/14/2019 12:31 PM PG: 1 OF 17

Property Address: See attached Exhibit A  
Property Identification No(s): See attached Exhibit A

**IHDA Loan No. 11647**

## **IHDA REGULATORY AGREEMENT**

**THIS REGULATORY AGREEMENT** (this "Agreement") is entered into on the 13<sup>th</sup> day of June, 2019, by and between **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority"), a body politic and corporate established pursuant to the Illinois Housing Development Act, ILCS 3805/1 *et seq.*, as amended from time to time (the "Act") with its principal offices located at 111 East Wacker Drive, Suite 1000, Chicago, Illinois 60601, and **CAMPBELL TERRACE PRESERVATION, L.P.**, (the "Owner"), a New York limited partnership with its principal offices located at c/o The Related Companies, 60 Columbus Circle, New York, New York 10023

### RECITALS:

**WHEREAS**, the Borrower is the owner of certain real estate located at and commonly known as 2061 North Campbell Avenue, Chicago, Illinois 60647, legally described on Exhibit A attached to and made a part of this Agreement, and all easements and similar rights and privileges appurtenant to and in favor of such real estate (such real estate, easements, rights and privileges are collectively referred to in this Agreement as the "Real Estate"); and

**WHEREAS**, the Authority is issuing its Multifamily Housing Revenue Bonds (Pass-Through – Campbell Terrace Apartments), Series 2019 (the "Bonds") to provide financing for a multifamily housing development located on the Real Estate (the Real Estate and the improvements constructed and to be constructed on it are collectively referred to in this Agreement as the "Development") containing two hundred forty-nine (249) units; and

**WHEREAS**, the Authority is using the proceeds of the Bonds to make a loan (the "Loan") to the Borrower, which will be immediately assigned to Wells Fargo Bank, National Association (the "Bank"); the Loan is evidenced, secured and governed by, among other things: (a) the Financing Agreement of even date herewith (the "Financing Agreement") executed by the Borrower, the Authority, the Bank, and The Bank of New York Mellon Trust Company, N.A., as trustee, and (b) this Agreement. The Financing Agreement and all other documents executed by the Borrower that evidence, govern or secure the Loan are sometimes collectively referred to in this Agreement as the "Loan Documents;" and

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**WHEREAS**, as an inducement to the Authority to issue the Bonds to provide financing for the Loan, the Borrower has agreed to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in this Agreement, the Act and the Rules (as defined below).

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions set forth in this Agreement, the parties hereto agree as follows:

1. **Recitals**. The foregoing recitals are made a part of this Agreement.
2. **Definitions**. The following terms used in this Agreement shall have the following definitions:

a. "Administrative Expenses" shall mean expenses of managing and administering the Development, including, but not limited to, expenses for office services and supplies; postage and telephone; legal, accounting, advertising and auditing services; management fees; the management agent's fidelity bond fees; and salaries and payroll expenses for any management agent's on-site employees. Administrative Expenses shall not include any expenses not directly related to the Development; these excluded expenses include, but are not limited to, costs of (i) accounting work and attorneys' fees and other legal expenses in connection with acquiring the Development or any property made a part of it, (ii) defending or prosecuting litigation by or against the Authority or for services relating to bankruptcy or similar debtor protection laws, (iii) forming, syndicating, registering and maintaining any person or entity, and (iv) any other expenses not approved by the Authority as Administrative Expenses.

b. "Closing Date" shall mean the date on which the Loan proceeds are made available to the Borrower.

c. "Development" shall mean the Real Estate and all of the improvements constructed on it.

d. "Development Funds" shall mean all cash, rent subsidies, gross Development income, bank accounts, certificates of deposit, trust funds, reserves, escrows, accounts receivable, and other similar assets of the Development, but excluding security deposits that, pursuant to contract or law, the Borrower is, or may be, required to return to a Tenant.

e. "Maintenance Expenses" shall mean the expenses of maintaining the Development, including, but not limited to, security services, grounds maintenance services and supplies, elevator maintenance and repairs, painting and decorating, equipment repairs, and minor or routine repairs to Units.

f. "Operating Expenses" shall mean the costs of operating the Development, including, but not limited to, non-capital expenses for water and sewer, electricity, gas and other utilities not paid for directly by Tenants; janitorial services and supplies;

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exterminating; trash removal; real estate taxes; assessments; and insurance premiums. Operating Expenses shall not include capital expenditures; expenses of readying the Development for initial occupancy; or reimbursements to the Borrower for capital contributions.

**g.** “Rules” shall mean the administrative rules promulgated by the Authority under the Act, as amended from time to time, and codified at 47 Ill. Adm. Code 310.

**h.** “Tenant” shall mean a person, family or unrelated persons leasing a Unit.

**i.** “Unit” shall mean a dwelling unit in the Development.

**3. Act and Regulations.** The Borrower agrees that at all times its acts regarding the Development shall conform to the Act and the Rules.

**4. Additional Borrower Covenants.** The Borrower further agrees that:

**a.** At least one hundred percent (100%) of the Units shall be occupied by Tenants whose family income is sixty percent (60%) or less of the median income of the Chicago metropolitan statistical area, adjusted for family size, as such adjusted income and median income for the area are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937.

**b.** The Borrower has previously submitted to the Authority a Tenant Selection Plan. In the advertising, marketing and rental of Units, the Borrower agrees to abide by the terms and conditions of its Tenant Selection Plan, as approved by the Authority.

**c.** The Borrower shall obtain from each prospective Tenant, prior to admission to the Development, a certification of income (the “Certification”) and thereafter, on an annual basis (unless otherwise required by the Internal Revenue Code of 1986, as amended (the “Code”)), a recertification of income (the “Recertification”).

**d.** The Borrower shall obtain written evidence substantiating the information given on the Certifications and Recertifications and shall retain that evidence in its files for three (3) calendar years after the end of the year to which such evidence of income pertains. Within thirty (30) days following the end of each calendar year, the Borrower shall certify to the Authority that, at the time of such certification and during the preceding calendar year, the Borrower was in compliance with the requirements of this **Paragraph 4.**

**e.** The Borrower shall not permit the use of the Units for any purpose except residential use.

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5. **Borrower's Duties.** In addition to, but not by way of limiting, the other duties of the Borrower set forth in this Agreement or any of the other Loan Documents, the Borrower shall comply with the following:

a. **Audit.** The Development and all equipment, buildings, plans, offices, apparatus, devices, books, contracts, records, documents and other papers relating to it shall at all times be maintained in reasonable condition for proper inspection and audit, and shall be subject to examination, inspection and copying at any reasonable time, and from time to time, by the Authority or its agents or representatives.

b. **Books and Records.** The books of account and records of the Borrower and of the operations of the Development shall be kept in accordance with generally accepted accounting principles. The Borrower shall, upon reasonable notice from the Authority and during normal business hours, allow access to the records and books of account related to the operation of the Development, including, without limit, any supporting or related vouchers or papers, kept by or on behalf of the Borrower and their representatives or agents; such access shall include the right to make extracts or copies of them.

c. **Financial Statement.** Within ninety (90) days following the end of each calendar year, the Borrower shall furnish to the Authority a complete audited financial statement report for the Development based upon an examination of the books of accounts and records of the Borrower, prepared at the Borrower's expense in accordance with generally accepted accounting principles, and certified to the Borrower by an Illinois licensed certified public accountant, or other person acceptable to the Authority.

d. **Furnishing Information.** At the request of the Authority, the Borrower shall furnish such reports, projections and analyses as are required pursuant to the Rules, and the policies and procedures of the Authority, as amended and supplemented from time to time, and shall give specific answers to questions upon which information is desired from time to time relative to the Development's condition, income, assets, liabilities, contracts and operation.

e. **Annual Certification.** The Borrower shall file each year the Internal Revenue Service a Form 8703 (Annual Certification of a Residential Rental Development) to provide annual information to the Internal Revenue Service that it will use to determine whether the Development continues to be a "qualified residential rental Development" under Section 142(d) of the Code.

6. **Non-Discrimination in Housing.**

a. The Borrower shall not, in the selection of Tenants, in the provision of services or in any other matter relating to the construction or operation of the Development discriminate against any person on the grounds of race, color, creed, religion, sex, age (excluding those certain required preferences for the elderly), handicap,

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national origin, ancestry, unfavorable military discharge or familial or marital status, or because the Tenant is receiving governmental assistance.

b. The Borrower shall comply with all of the provisions of Section 13 of the Act and all other provisions of applicable federal, state and local law relative to non-discrimination.

7. **Violation of Agreement by Borrower.** If the Borrower violates any of the provisions of this Agreement, the Authority may give written notice of such violation to the Borrower, and the Borrower shall then have thirty (30) days to correct or cure it; provided, however, that if such violation cannot be reasonably cured within such thirty (30) day period (and is curable within such longer reasonable period as the Authority shall, in its discretion, approve), Borrower shall have such time as may be reasonably necessary to cure it, if the Borrower commences to cure the violation within such thirty (30) day period and diligently prosecutes such cure to completion. If such violation is not corrected within thirty (30) days after the date of such notice, or within such further time as the Authority in its sole discretion permits, then without further notice the Authority may declare a default under this Agreement, effective on the date of such declaration, and upon such default, the Authority may exercise any and all remedies that it may have, at law or in equity. The Authority's remedies are cumulative and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of the Authority's other remedies.

Notwithstanding anything to the contrary contained in this Agreement, the Authority agrees that any cure of any default made or tendered by one of Borrower's limited partners shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

8. **Development Funds and Development Property.** The Development and Development Funds are referred to in this Agreement as "Development Property." Development Funds should be expended only for: (i) payment of Operating Expenses, Maintenance Expenses and Administrative Expenses; (ii) payments into any tax and insurance reserve account; (iii) payments of amounts due under the Financing Agreement, including principal, interest, late charges and other amounts payable under it; (iv) payments into any replacement reserve account; (v) payments of amounts due under any permitted subordinate financing and (vi) payments to Borrower as distributions.

9. **Termination of Liabilities.** In the event of a sale or other transfer of the Development, all of the duties, obligations, undertakings and liabilities of the Borrower and/or such owner-transferor under the terms of this Agreement shall thereafter cease and terminate as to the Borrower and/or such owner-transferor, except as to any acts or omissions or obligations to be paid or performed by the Borrower and/or owner-transferor that occurred prior to such sale or transfer. However, as a condition precedent to the termination of the liability of the Borrower or owner-transferor under this Agreement, the owner-transferee shall assume, on the same terms and conditions as apply under this Agreement to the owner-transferor, all of the duties and obligations of such owner-transferor arising under this Agreement from and after such sale or transfer. The owner-transferee shall assume the Loan Documents to the extent provided in them.

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**10. Term of Agreement/Covenants Running with Land.** The covenants set forth in this Agreement shall be deemed to run with and bind and burden the Development, and shall be deemed to bind any future owners of the Development and any legal, equitable or beneficial interest in it, and shall not be deemed extinguished, satisfied or completed until the later to occur of: (i) payment in full of the Loan; (ii) termination of the Tax Regulatory Agreement executed by Borrower in regards to the Bonds; and (iii) fifteen (15) years.

**11. Subordination.** This Agreement is subordinate in each and every respect to any and all rights of any kind created under the Loan Documents, including, without limitation, that certain Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date of this Agreement made by the Borrower to the Authority.

**12. Miscellaneous.**

**a. Amendment of Regulatory Agreement.** This Agreement shall not be altered or amended except in a writing executed by all of the parties.

**b. Partial Validity.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

**c. Binding Successors.** This Agreement shall bind, and the benefits shall inure to, the respective parties to this Agreement, their legal representatives, executors, administrators, successors in office or interest and assigns.

**d. Number and Gender.** The use of the plural in this Agreement shall include the singular; the singular the plural; and the use of any gender shall be deemed to include all genders.

**e. Recording Agreement.** The Borrower agrees and assumes the obligation to have this Agreement recorded in the appropriate land records in the jurisdiction in which the Development is situated. If the Borrower fails to do so, the Authority may have it recorded at the expense of the Borrower. The Borrower agrees to pay such expenses or reimburse the Authority for its payment of such expenses promptly upon demand.

**f. Waiver by the Authority.** No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach.

**g. Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of the Agreement.

**h. Third Parties.** The parties do not intend this Agreement to inure to the benefit of any third party, including, but not limited to, contractors, subcontractors, management and marketing agents and creditors of the Borrower or the Development.



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i. **Notices.** Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to the Authority:

Illinois Housing Development Authority  
401 North Michigan Avenue, Suite 700  
Chicago, Illinois 60611

Attention: Managing Director of Multifamily Financing Programs

with a copy to:

Illinois Housing Development Authority  
401 North Michigan Avenue, Suite 700  
Chicago, Illinois 60611

Attention: General Counsel

If to the Borrower:

Campbell Terrace Preservation, L.P.  
c/o Related Companies  
60 Columbus Circle  
New York, New York 10023  
Attention: Matthew Finkle

With a courtesy copy to:

Levitt & Boccio, LLP  
423 West 55<sup>th</sup> Street, 8<sup>th</sup> Floor  
New York, New York 10019  
Attention: David S. Boccio, Esq.

Wells Fargo Affordable Housing Community  
Development Corporation  
MAC D1053-170  
301 South College Street  
Charlotte, North Carolina 28288  
Attention: Director of Tax Credit Asset Management

Sidley Austin LLP  
One South Dearborn Street  
Chicago, Illinois 60603  
Attention: Philip C. Spahn, Esq

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In connection with a courtesy copy, the Authority will exercise reasonable efforts to provide copies of any notices given to Borrower; however, the Authority's failure to furnish copies of such notices shall not limit the Authority's exercise of any of its rights and remedies under any document evidencing, securing or governing the Bonds, or affect the validity of the notice.

Such addresses may be changed by notice to the other party given in the same manner as provided in this **Paragraph 12.i**. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

**13. Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

**14. Fannie Mae Rider.** Exhibit B, Fannie Mae Rider ("Fannie Mae Rider") is hereby attached hereto and made a part hereof.

[SIGNATURES ARE ON THE FOLLOWING PAGE]



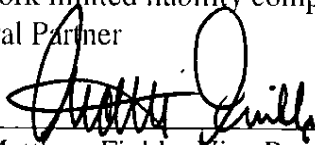
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives.

**THE BORROWER:**

**CAMPBELL TERRACE PRESERVATION, L.P.**  
a New York limited partnership

By: Campbell Terrace Preservation GP, LLC  
a New York limited liability company  
its General Partner

By:   
Matthew Finkle, Vice President

**THE AUTHORITY:**

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY,**  
a body politic and corporate

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives.

**THE BORROWER:**

**CAMPBELL TERRACE PRESERVATION, L.P.**  
a New York limited partnership

By: Campbell Terrace Preservation GP, LLC  
a New York limited liability company  
its General Partner

By: \_\_\_\_\_  
Matthew Finkle, Vice President

**THE AUTHORITY:**

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY,**  
a body politic and corporate

AM By: *Audra Hamemik*  
**Audra Hamemik**

Printed Name: \_\_\_\_\_

Its: **Executive Director**

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STATE OF NEW YORK            )  
   ) SS  
 COUNTY OF NEW YORK        )

## ACKNOWLEDGMENT OF BORROWER

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Matthew Finkle, personally known to me to be the Vice President of Campbell Terrace Preservation GP, LLC, a New York limited liability company, General Partner of Campbell Terrace Preservation, L.P., a New York limited partnership, and 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 in his capacity as authorized borrower representative, as his free and voluntary act and deed and as the free and voluntary act and deed of Campbell Terrace Preservation, L.P., for the uses and purposes therein set forth.

Given under my hand and official seal this 22<sup>nd</sup> day of May, 2019.

ALEX DEIXLER Notary Public, State of New York Registration #01DE6362285 Qualified In New York County Commission Expires July 31, 2021
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Alex Deixler  
 Notary Public

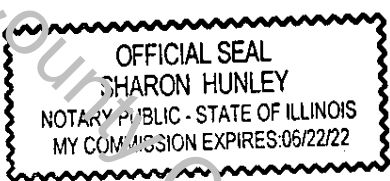
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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the State and County aforesaid, certify that **Audra Hamernik**, personally known to me to be the **Executive Director** of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, 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 that she signed and delivered the said instrument in her capacity as **Executive Director** of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, as her free and voluntary act and deed and as the free and voluntary act and deed of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, for the uses and purposes therein set forth.

Given under my hand and official seal this 31<sup>st</sup> day of May, 2019.

*Sharon Hunley*  
\_\_\_\_\_  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

#### Parcel 1:

Lots 11, 12, 13 and 14 in the Resubdivision of W. H. Powell's Subdivision of the South 118.75 feet of the East 7 acres of Lot 6 in Circuit Court Partition of the East 63.42 acres of the Northeast 1/4 of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian.

Also, Lots 8, 9 and 10 and the North 6 feet of Lot 11 in Frank Kuhn's Subdivision of the East 410.25 feet of Lot 7 in Circuit Court Partition of the East 1/2 of the Northeast 1/4 of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 2:

Lot 11 (except that part thereof lying East of a line 125 feet East of the East line of Powell [now North Campbell Avenue]) and all of Lots 12 to 15 both inclusive in Powell's Subdivision of Lot 8 in Circuit Court Partition of Powell Estates being part of the Northeast 1/4 of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Also Lot 11 (except the North 6 feet) and all of Lots 12 to 14, both inclusive, in Frank Kuhn's Subdivision of the East 410.25 feet of Lot 7 in Circuit Court Partition of the East 1/2 of the Northeast 1/4 of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 2061 North Campbell Avenue, Chicago, IL 60647

PIN: 13-36-226-001-0000; 13-36-226-010-0000; 13-36-226-011-0000; 13-36-226-012-0000

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## EXHIBIT B

### FANNIE MAE RIDER

**THIS FANNIE MAE RIDER TO REGULATORY AGREEMENT (“Rider”)** is attached to and forms a part of the **IHDA REGULATORY AGREEMENT (“Regulatory Agreement”)**, dated as of June 13, 2019 by and between **CAMPBELL TERRACE PRESERVATION, L.P.**, a New York limited partnership (“**Borrower**”), its successors and assigns, and the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY (“Issuer”)**.

**Definitions.** All capitalized terms used in this Rider have the meanings given to those terms in the Regulatory Agreement or the Indenture of Trust dated as of June 1, 2019 between The Bank of New York Mellon Trust Company, N.A. (the “Trustee”), and the Issuer (the “Indenture”), as applicable

1. **Applicability.** This Rider shall amend and supplement the Regulatory Agreement. In the event any provision of this Rider conflicts with the Regulatory Agreement, this Rider shall supersede the conflicting provision of the Regulatory Agreement. This Rider shall apply in spite of the fact that the covenants, reservations and restrictions of the Regulatory Agreement run with the land and may be deemed applicable to any successor in interest to the Borrower.

2. **Obligations not Secured by the Development.** The Regulatory Agreement shall not constitute a mortgage, equitable mortgage, deed of trust, deed to secure debt or other lien or security interest in the Development. None of the obligations of the Borrower or any subsequent owner of the Development under the Regulatory Agreement shall be secured by a lien on, or security interest in, the Development. All such obligations are expressly intended to be and shall remain unsecured obligations. The occurrence of an event of default under the Regulatory Agreement shall not impair, defeat or render invalid the lien of the Mortgage.

3. **Subordination.** The terms, covenants and restrictions of the Regulatory Agreement are and shall at all times remain subject and subordinate, in all respects, to the liens, rights and interests created under the Mortgage Loan Documents. Upon a conveyance or other transfer of title to the Development by foreclosure, deed in lieu of foreclosure or comparable conversion of the Mortgage Loan, the Person who acquires title to the Development pursuant to such foreclosure, deed in lieu of foreclosure or comparable conversion of the Mortgage Loan (unless such Person is the Borrower or a Person related to the Borrower within the meaning of Section 1.103-10(e) of the Regulations, in which event the Regulatory Agreement shall remain in full force and effect in its entirety) shall acquire such title free and clear of the terms, covenants and restrictions of the Regulatory Agreement; from and after the date on which such Person acquires title to the Development, the terms, covenants and restrictions of the Regulatory Agreement shall automatically terminate and be of no force and effect.

4. **Obligations Personal.** The Issuer agrees that no owner of the Development (including Fannie Mae) subsequent to the Borrower will be liable for, assume or take title to the Development subject to:

(a) any failure of any prior owner of the Development to perform or observe any representation or warranty, affirmative or negative covenant or other agreement or undertaking under the Regulatory Agreement; and



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(b) the payment of any compensation or any accrued unpaid fees, costs, expenses or penalties otherwise owed by any prior owner of the Development under the Regulatory Agreement.

The Borrower and each subsequent owner of the Development shall be responsible under the Regulatory Agreement for its own acts and omissions occurring during the period of its ownership of the Development. All such liability and obligations shall be and remain personal to such person even after such person ceases to be the owner of the Development.

## 5. Sale or Transfer.

(a) **Restrictions Not Applicable to Certain Transfers.** All provisions of the Regulatory Agreement regarding the sale or transfer of the Development or of any interest in the Borrower, including any requirement, limitation or condition precedent for any of (i) the consent of the Issuer or the Trustee to such transfer, (ii) an agreement by any transferee to abide by the requirements and restrictions of the Regulatory Agreement, (iii) transferee criteria or other similar requirements, (iv) an opinion of legal counsel and (v) the payment of any assumption fee, transfer fee, penalty or other charges, shall not apply to any of the following:

(1) any transfer of title to the Development to Fannie Mae or to a third party by foreclosure, deed in lieu of foreclosure or comparable conversion of any lien on the Development or to any subsequent transfer by Fannie Mae (or a third party) following such foreclosure, deed in lieu of foreclosure or comparable conversion; and

(2) any execution and delivery of a mortgage, deed of trust, deed to secure debt or other lien by the Borrower to secure any additional indebtedness of the Borrower which is originated by a lender for sale to Fannie Mae or guaranteed or otherwise credit enhanced by Fannie Mae.

(b) **Fannie Mae Rights to Consent Not Impaired.** Nothing contained in the Regulatory Agreement shall affect any provision of the Mortgage or any of the other Mortgage Loan Documents which requires the Borrower to obtain the consent of Fannie Mae as a precondition to sale, transfer or other disposition of, or any direct or indirect interest in, the Development or of any direct or indirect interest in the Borrower, excluding transfers permitted by the Mortgage.

(c) **Conclusive Evidence.** Any written consent to a sale or transfer obtained from the Issuer shall constitute conclusive evidence that the sale or transfer is not a violation of the transfer provisions of the Regulatory Agreement.

6. **Damage, Destruction or Condemnation of the Development.** In the event that the Development is damaged or destroyed or title to the Development, or any part thereof, is taken through the exercise or the threat of the exercise of the power of eminent domain, the Borrower shall comply with all applicable requirements of the Mortgage and the other Mortgage Loan Documents.

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7. **Regulatory Agreement Default.** Notwithstanding anything contained in the Regulatory Agreement to the contrary:

(a) The occurrence of an event of default under the Regulatory Agreement shall not impair, defeat or render invalid the lien of the Mortgage.

(b) The occurrence of an event of default under the Regulatory Agreement shall not be or be deemed to be a default under the Mortgage Loan Documents, except as may be otherwise specified in the Mortgage Loan Documents.

8. **Amendments.** So long as the Mortgage Loan is outstanding, the Issuer shall not consent to any amendment, supplement to, or restatement of the Regulatory Agreement without the prior written consent of Fannie Mae, which shall not be unreasonably withheld, conditioned or delayed.

9. **Intentionally deleted.**

10. **Third-Party Beneficiary.** The parties to the Regulatory Agreement recognize and agree that the terms of the Regulatory Agreement and the enforcement of those terms are essential to the security of Fannie Mae and are entered into for the benefit of various parties, including Fannie Mae. Fannie Mae shall accordingly have contractual rights in the Regulatory Agreement and shall be entitled (but not obligated) to enforce, separately or jointly with the Issuer and/or the Trustee, or to cause the Issuer or the Trustee to enforce, the terms of the Regulatory Agreement. In addition, the Borrower and the Issuer intend that Fannie Mae be a third-party beneficiary of the Regulatory Agreement.

11. **Copies of Notices under the Regulatory Agreement.** Copies of all notices under the Regulatory Agreement shall be sent to the Loan Servicer at the address set forth below or to such other address as the Loan Servicer may from time to time designate:

Wells Fargo Bank, National Association  
2010 Corporate Ridge, Suite 1000  
McLean, Virginia 22102

12. **Notices.** Any notice to be given to Fannie Mae shall be sent to Fannie Mae at the address set forth below or to such other address as Fannie Mae may from time to time designate:

Fannie Mae  
3900 Wisconsin Avenue, NW  
Drawer AM  
Washington, DC 20016-2892  
Attention: Director, Multifamily Asset Management  
Telephone: (301) 204-8008  
Facsimile: (301) 280-2065

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RE: Campbell Terrace Apartments – Wells Fargo Bank, National Association

with a copy to:

Fannie Mae  
3900 Wisconsin Avenue, NW  
Drawer AM  
Washington, DC 20016-2892  
Attention: Vice President, Multifamily Operations  
Telephone: (301) 204-8422  
Facsimile: (202) 752-8369

RE: Campbell Terrace Apartments – Wells Fargo Bank, National Association

Property of Cook County Clerk's Office

COOK COUNTY  
ORDER OF DEEDS

COOK COUNTY  
ORDER OF DEEDS