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EDHARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/24/2020 10:26 AM PG: 1 OF 31

Prepared by, and after recording return to:

Tiber Hudson LLC
1340 Smith Avenue, State 200
Baltimore, Maryland 21209
Attention: Matthew M. Grant

INTERCRELITOR AND SUBORDINATION AGREEMENT

THIS INTERCREDITOR AND SU[30 RFINATION AGREEMENT (this "Subordination Agreement") is made and entered into this 19th day of Ma.c.n., 2020, by COMMUNITY INVESTMENT CORPORATION, an Illinois not for profit ("CIC"), with a mailing address of 222 S. Riverside Plaza, Suite 380, Chicago, Illinois 60606, A SAFE HAVEN FOUNDATION, an Illinois not for profit corporation ("Sponsor", and collectively with CIC, the "Subordinate Lenders"), with a mailing address of 2750 West Roosevelt Road, Chicago, IL 60608, and BANK OF AMERICA, N.A., a national banking as sociation ("Bank of America"), with a mailing address of 135 South LaSalle Street, Mailcode: IL4-135-06-1, Chicago, Illinois 60603, and acknowledged and agreed to by ROOSEVELT ROAD VETERANS HOUSING LP an Illinois limited liability partnership ("Borrower"), with a mailing address of c/o A Safe Haven Foundation, 2750 W. Roosevelt Road, Chicago, Illinois 60608. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Bank of America Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, Borrower is the fee simple owner of certain real property Ic cated at 1143 South Richmond Street, 2920 West Roosevelt Road, 2918 West Roosevelt Road, 2916 West Roosevelt Road, 2910 West Roosevelt Road, 2908 West Roosevelt Road, 292+West Roosevelt Road, 292+West Roosevelt Road, Chicago, Illinois 60612, which real property is more particularly described in Exhibit A attached hereto and made a part hereof (the "Land"), upon which Borrower plans to construct certain improvements on the Land which will include ninety (90) affordable rental-housing units, and related facilities (the "Project"), as set forth in accordance with the Plans and Specifications and the Construction Contract (each as hereinafter defined).

WHEREAS, pursuant to that certain Construction Loan Agreement, of even date herewith (the "Bank of America Loan Agreement") between Bank of America and Borrower, Bank of America has agreed to make a construction loan (the "Bank of America Loan") to Borrower in the original principal amount of Ten Million and No/100 Dollars (\$10,000,000.00). Bank of America is the owner and holder of a certain Promissory Note of even date herewith, executed by Borrower to the order of Bank of America, in the original principal amount of Ten Million and No/100 Dollars (\$10,000,000.00) (as renewed, extended, modified, amended or restated from time to time, the "Bank of America Note");

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Roosevelt Road - Intercreditor and Subordination Agreement

2020606027 Page: 2 of 31

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WHEREAS, the Bank of America Note and the indebtedness evidenced thereby is secured by that certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date herewith, to be recorded contemporaneously herewith with the Office of the Cook County, Illinois Recorder of Deeds (as amended, supplemented, modified, restated, renewed or extended from time to time, the "Bank of America Mortgage"), granting a first priority lien on the Land, and all other Property as defined in the Bank of America Mortgage, including, without limitation, the Improvements, the Fixtures and the Personalty, as such terms are defined in the Bank of America Mortgage (collectively the "Property"). The Bank of America Loan Agreement, the Bank of America Note, the Bank of America Mortgage and all other documents and agreements issued in connection therewith are herein referred to collectively as the "Bank of America Documents"; the obligations created under and pursuant to the Bank of America Documents are herein referred to collectively as the "Bank of America Obligations";

Whereas, Sponsor has agreed to make a mortgage loan (the "<u>TIF Loan</u>") to Borrower in the original principal amount of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000), and Sponsor is the owner and holder of a certain Promissory Note in the principal amount of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000), dated concurrently herewith (the "<u>TIF Note</u>") and executed by Borrower to the order of Sponsor;

WHEREAS, the "IF Note and the indebtedness evidenced thereby is secured by a Junior Mortgage, Security Agreement and Financing Statement of even date herewith, to be recorded contemporaneously herewith with the Cook County, Illinois Recorder of Deeds (the "TIF Mortgage"). The TIF Note, the TIF Mortgage and all other documents and agreements issued in connection therewith are herein referred to collectively as the "TIF Loan Documents"; the obligations created under and pursuant to the TIF Loan Documents are herein referred to collectively as the "TIF Loan Obligations";

WHEREAS, Sponsor has agreed to make a mortgage loan (the "<u>Donations Credit Loan</u>") to Borrower in the original principal amount of Four Hundred Three Thousand Seven Hundred Fifty and No/100 Dollars (\$403,750.00), and Sponsor is the owner and holder of a certain Promissory Note in the principal amount of Four Hundred Three Thousand Seven Hundred Fifty and No/100 Dollars (\$403,750.00), dated concurrently herewith (the "<u>Donations Credit Note</u>") and executed by Borrower to the order of Sponsor;

WHEREAS, the Donations Credit Note and the indebtedness evidenced thereby is secured by a Junior Mortgage, Security Agreement and Financing Statement of even date herewith, to be recorded contemporaneously herewith with the Cook County, Illinois Recorder, of Doeds (the "Donations Credit Mortgage"). The Donations Credit Note, the Donations Credit Mortgage and all other documents and agreements issued in connection therewith are herein referred to collectively as the "Donations Credit Loan Documents"; the obligations created under and pursuant to the Donations Credit Loan Documents are herein referred to collectively as the "Donations Credit Loan Obligations";

WHEREAS, Sponsor has agreed to make a mortgage loan (the "Home Depot Loar") to Borrower in the original principal amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00), and Sponsor is the owner and holder of a certain Promissory Note in the principal amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00), dated concurrently herewith (the "Home Depot Note") and executed by Borrower to the order of Sponsor;

WHEREAS, the Home Depot Note and the indebtedness evidenced thereby is secured by a Junior Mortgage, Security Agreement and Financing Statement of even date herewith, to be recorded contemporaneously herewith with the Cook County, Illinois Recorder of Deeds (the "Home Depot Mortgage"). The Home Depot Note, the Home Depot Mortgage and all other documents and agreements issued in connection therewith are herein referred to collectively as the "Home Depot Loan Documents"; the obligations created under and pursuant to the Home Depot Loan Documents are herein referred to collectively as the "Home Depot Loan Obligations";

2020606027 Page: 3 of 31

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WHEREAS, Sponsor has agreed to make a mortgage loan (the "ComEd Loan") to Borrower in the original principal amount of One Hundred Thirty-Three Thousand, Six Hundred and No/100 Dollars (\$133,600.00), and Sponsor is the owner and holder of a certain Promissory Note in the principal amount of One Hundred Thirty-Three Thousand, Six Hundred and No/100 Dollars (\$133,600.00), dated concurrently herewith (the "ComEd Note") and executed by Borrower to the order of Sponsor;

WHEREAS, the ComEd Note and the indebtedness evidenced thereby is secured by a Junior Mortgage, Security Agreement and Financing Statement of even date herewith, to be recorded contemporaneously herewith with the Cook County, Illinois Recorder of Deeds (the "ComEd Mortgage"). The ComEd Note, the ComEd Mortgage and all other documents and agreements issued in connection therewith are herein referred to collectively as the "ComEd Loan Documents"; the obligations created under and pursuant to the ComEd Loan Documents are herein referred to collectively as the "ComEd Loan Obligations".

WHEREAS CIC has received an affordable housing program grant (the "AHP Grant") in the amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) made by the Federal Home Loan Bank of Chicago for the benefit of the Project pursuant to Section 721 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"). The proceeds of the AHP Grant are to be disbursed by CIC to the Sponsor pursuant to the Affordable Housing Repayment Agreement between CIC, Sponsor and Borrower of even data herewith (the "Repayment Agreement"). The AHP Grant is subject to repayment by the Sponsor if there is a default under the Repayment Agreement. The Sponsor's repayment obligation is evidenced by the Promissory Note from Sponsor in favor of CIC in the original principal amount of Seven Hundred Fifty Thousand and No.100 Dollars (\$750,000.00) (the "AHP Note"). Sponsor will then loan the proceeds to Borrower in accordance with the terms and conditions of a Promissory Note from Borrower to Sponsor in the original principal arrount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) (the "Sponsor AHP Note") and the indubtedness evidenced thereby is secured by a Junior Mortgage, Security Agreement and Financing Statement of even date herewith, to be recorded contemporaneously herewith with the Cook County, Illinuis Recorder of Deeds (the "AHP Mortgage"), both the Sponsor AHP Note and AHP Mortgage being collaterally assigned to CIC pursuant to that certain Collateral Assignment of Note and Mortgage dated as of even date herewith (the "AHP Collateral Assignment"). The Repayment Agreement, the AHP Note, the Sponsor AHP Note, the AHP Mortgage, the AHP Collateral Assignment and any and all other agreements, documents and/or instruments evidencing, securing and/or guaranteeing the AHP Loan are collectively referred to hereinafter as the "AHP Loan Documents"; the obligations created under and pursuant to the AHP Loan Documents are herein referred to collectively as the "AHP Loan Obligations";

WHEREAS, Sponsor has agreed to make a mortgage loan (the "Seller Loar,") to Borrower in the original principal amount of One Million Six Hundred Seventy-Five Thousand and No/100 Dollars (\$1,675,000.00), and Sponsor is the owner and holder of a certain Promissory Note in the principal amount of One Million Six Hundred Seventy-Five Thousand and No/100 Dollars (\$1,675,000.00), dated concurrently herewith (the "Seller Note") and executed by Borrower to the order of Sponsor;

WHEREAS, the Seller Note and the indebtedness evidenced thereby is secured by a Junior Mortgage, Security Agreement and Financing Statement of even date herewith, to be recorded contemporaneously herewith with the Cook County, Illinois Recorder of Deeds (the "Seller Mortgage"). The Seller Note, the Seller Mortgage and all other documents and agreements issued in connection therewith are herein referred to collectively as the "Seller Loan Documents"; the obligations created under and pursuant to the Seller Loan Documents are herein referred to collectively as the "Seller Loan Obligations";

WHEREAS, Sponsor has agreed to make a mortgage loan (the "Sponsor Funds Loan" and collectively with the TIF Loan, the Donations Credit Loan, the Home Depot Loan, the ComEd Loan, the AHP Loan and the Seller Loan, the "Subordinate Loans") to Borrower in the original principal amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00), and Sponsor is the owner and holder of a certain Promissory Note in the principal amount of Three Hundred Thousand and No/100 Dollars

2020606027 Page: 4 of 31

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(\$300,000.00), dated concurrently herewith (the "Sponsor Funds Note" and collectively with the TIF Note, the Donations Credit Note, the Home Depot Note, the ComEd Note, the AHP Note, the Sponsor AHP Note and the Seller Mortgage, the "Subordinate Lender Notes") and executed by Borrower to the order of Sponsor;

WHEREAS, the Sponsor Funds Note and the indebtedness evidenced thereby is secured by a Junior Mortgage, Security Agreement and Financing Statement of even date herewith, to be recorded contemporaneously herewith with the Cook County, Illinois Recorder of Deeds (the "Sponsor Funds Mortgage" and collectively with the TIF Mortgage, the Donations Credit Mortgage, the Home Depot Mortgage, the ComEd Mortgage, the AHP Mortgage and the Seller Mortgage, the "Subordinate Mortgages"). The Sponsor Funds Note, the Sponsor Funds Mortgage and all other documents and agreements issued in connection therewith are herein referred to collectively as the "Sponsor Funds Loan Documents", the obligations created under and pursuant to the Sponsor Funds Loan Documents are herein referred to collectively as the "Sponsor Funds Loan Documents, the Donations Credit Loan Documents, the Home Depot Loan Documents, the Context Loan Documents, the AHP Loan Documents and the Seller Loan Documents shall herein be referred to as the "Subordinate Lender Documents". The Sponsor Funds Loan Obligations, collectively with the TIF Loan Obligations, the Donations Credit Loan Obligations, the Home Depot Loan Obligations, the ComEd Loan Obligations, the AHP Loan Obligations and the Seller Loan Obligations shall herein be referred to as the "Subordinate Lender Obligations";

WHEREAS, the parties intend that the Subordinate Mortgages and the liens on the Property created thereunder be and remain subject subordinate and inferior to the Bank of America Mortgage in all respects;

WHEREAS, Bank of America, CIC and Sponsor are each referred to herein as a "Creditor" and collectively as the "Creditors". The Bank of America Documents and the Subordinate Lender Documents are collectively referred to as the "Loan Documents". The Bank of America Loan and each of the Subordinate Loans are each referred to as a "Loan" and collectively, as the "Loans". The Bank of America Obligations and the Subordinate Lender Obligations are referred to, individually and collectively, as the "Loan Obligations"; and

WHEREAS, in connection with the making of the Bank of America Loan, Subordinate Lenders have agreed to subordinate and make inferior: (i) the rights, titles, liens and interests created by the Subordinate Mortgages to the right, title, lien, and interest of the Bank of America Mortgage; and (ii) Subordinate Lenders' rights to receive any payments under or on account of the Subordinate Lender Obligations to Bank of America's rights to receive payments under or on account of the Bank of America Obligations.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual covenur's hereinafter set forth and other good and valuable consideration, the receipt, adequacy, and sufficiency circle of which are hereby acknowledged, Subordinate Lenders hereby covenant and agree as follows:

1. <u>Recitals Incorporated</u>. The recitals set forth hereinabove are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth hereinablew, provided, however, that such recitals shall not be deemed to modify the express provisions hereinafter set forth.

2. Subordination.

(a) Each Subordinate Lender, for itself, its successors, and assigns (including, without limitation, all subsequent holders of the Subordinate Lender Notes and the Subordinate Mortgages) does hereby subordinate (i) the Subordinate Mortgages, (ii) all of the indebtedness now or hereafter secured by the Subordinate Mortgages, and (iii) all of its right, title, lien, and interest in and to the Property and the rents, issues, and profits therefrom, to (A) the Bank of America Mortgage, (B) all of the indebtedness now or hereafter secured by the Bank of America Mortgage, and (C) all of the right, title, lien and interest held by Bank of America, its successors, and assigns (including, without

2020606027 Page: 5 of 31

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limitation, all subsequent holders of the Bank of America Note and the Bank of America Mortgage), in and to the Property and the rents, issues, and profits therefrom, under and pursuant to (1) the Bank of America Note, (2) the Bank of America Mortgage, and (3) all other of the Bank of America Documents, and any and all extensions, renewals, modifications, and replacements thereof. From and after the date hereof, all of the documents, indebtednesses, right, title, lien, and interest described in clauses (i), (ii) and (iii) hereinabove shall be subject and subordinate to all of the documents, indebtednesses, right, title, lien, and interest described in clauses (A), (B) and (C) hereinabove. Each Subordinate Lender further covenants and agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Bank of America Loan (including reasonable and necessary costs associated with the closing and/or the refinancing) and any new mortgage securing such new murtgage debt; and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that, from and after the closing of the refinancing and the contemporaneous payment in full of the Bank of America Loan, all references to the Bank of America Lorin, the Bank of America Note, the Bank of America Mortgage, the Bank of America Documents and Bank of America shall mean, respectively, the refinancing loan, the note evidencing the refinancing loan, the mortgage securing the refinancing note, and all documents evidencing, securing or otherwise pertaining to the refinancing note and the holder of the refinancing note.

- (b) Until Supordinate Lenders receive a notice from Bank of America to Borrower stating that an "Event of Default" (as that term is defined in the Bank of America Documents) has occurred (a "Default Notice"). Subordinate Lenders shall be entitled to retain for its or their own account any payments made under or pursuant to the Subordinate Lender Documents.
- payments under or pursuant to the Subordinate Lender Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees or any other sums secured by the Subordinate Lender Documents) without Bank of America's prior written consent. If Subordinate Lenders receive written notice from Bank of America that the Event of Default which gave rise to Bank of America's Default Notice has been cured, waived, or otherwise suspended by Bank of America, the restrictions on payment to Subordinate Lenders in this Section 2 shall terminate, and Bank of America shall have no right to any subsequent payments made to Subordinate Lenders by Borrower prior to Subordinate Lenders in ecceipt of a new Default Notice from Bank of America in accordance with the provisions of this Section 2(c).
- (d) Nothing contained in this Section 2 shall preclude CIC from seeking reimbursement from Sponsor for the repayment obligations under the AHP Note to the extent required under the Repayment Agreement; provided, however, such right shall not extend to Sponsor for the repayment obligations under the Sponsor AHP Note.

3. Intentionally Omitted.

Amendments to/Foreclosure of the Subordinate Lender Documents. Each Subordinate Lender hereby agrees that, notwithstanding anything provided in the Subordinate Lender Documents to the contrary, so long as the Bank of America Obligations remain outstanding, unless Bank of America shall consent in writing, each Subordinate Lender shall not (a) amend, modify or terminate the Subordinate Lender Documents; or (b) seek to foreclose the Subordinate Mortgages or otherwise enforce its lien against the Property. Notwithstanding anything to the contrary contained herein and notwithstanding whether there is an Event of Default under the Bank of America Loan Documents, Subordinate Lenders shall be entitled at any time to exercise and enforce all other rights and remedies available to Subordinate Lenders under the Subordinate Lender Documents and/or under applicable laws to enforce covenants and agreements of Borrower relating to income, rent or affordability restrictions contained in any of the Subordinate Lender Documents, provided that such Subordinate Lender shall give Bank of America written notice of Subordinate Lender's exercise and/or enforcement of any such rights or remedies.

2020606027 Page: 6 of 31

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- Bankruptcy. Each Subordinate Lender agrees that during the term of this Subordination Agreement it will not commence or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to Borrower, without Bank of America's prior written consent. Upon any distribution of the assets or properties of Borrower or upon any dissolution, winding up, liquidation, bankruptcy or reorganization involving Borrower (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors or otherwise, herein referred to as a "Proceeding"):
 - (a) Bank of America shall first be entitled to receive payment in full of the principal of and interest on the Bank of America Obligations and all fees and any other payments (including post-petition interest and all costs and expenses) due pursuant to the terms of the Bank of America Documents, before Subordinate Lenders are entitled to receive any payment on account of the Subordinate Lender Obligations;
 - any payment or distribution of the assets or properties of Borrower of any kind or character, whether in cash, property, or securities, to which Subordinate Lenders would be entitled except for the provisions of this Subordination Agreement, shall be paid by the debtor in possession, liquidating trustee or agent or other person making such payment or distribution directly to Bank of America; and
 - in the event that, notwithstanding the foregoing, any payment or distribution of the assets or properties of Borrowei of any kind or character, whether in cash, property, or securities, shall be received by Subordinate i enders on account of principal, interest, fees, or other amounts on or with respect to the Subordinate Lender Obligations before all of the Bank of America Obligations are paid in full, such payment or distribution shall be received and held in trust for and shall be paid over to Bank of America forth with, for application to the payment of the Bank of America Obligations until all such Bank of America Obligations shall have been paid in full in accordance with the terms of the Bank of America Documents.

To effectuate the foregoing, each Subordinate Lender does hereby: (i) irrevocably assign to Bank of America all of its respective rights as a secured or unsecured creditor in any Proceeding and authorizes Bank of America to take, or refrain from taking, any action to assert, enforce, modify, waive, release or extend its respective lien and/or claim in such Proceeding, including but not limited to (A) filling a proof of claim arising out of the Subordinate Lender Obligations, (B) voting or reactining from voting claims arising from the Subordinate Lender Obligations, either in Bank of America's name or in the name of Bank of America as attorney-in-fact of Subordinate Lender, (C) accepting or rejecting any payment or distribution made with respect to any claim arising from the Subordinate Lender Obligations and applying such payment and distribution to payment of Bank of America's claim until the Bank of America Obligations are paid and satisfied in full in accordance with their terms, and (D) taking any and all actions and executing any and all instruments necessary to effectuate the foregoing and, inter alia, to establish Bank of America's entitlement to assert such Subordinate Lender's claim in such Proceeding; and (ii) release and indemnity Bank of America and hold Bank of America harmless from and against any claims, causes of action, losses, costs or damages arising out of or with respect to Bank of America's actions in a Proceeding as set forth in this Subordination Agreement.

6. <u>Continuing Benefits.</u> No right of Bank of America or any present or future holder of the Bank of America Obligations to enforce the subordination as provided herein shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of Borrower or any other party, whether borrower, guarantor or otherwise, or by any act or failure to act, in good faith, by the holder of the Bank of America Obligations, or by any noncompliance by Borrower or any borrower, guarantor or otherwise with the terms of the Bank of America Nate or any other of the Bank of America Documents regardless of any knowledge thereof which such holder may have or be otherwise charged with.

2020606027 Page: 7 of 31

- 7. <u>Enforcement of Subordination</u>. Each Subordinate Lender, by its execution of this Subordination Agreement, authorizes and expressly directs Bank of America to take such action as may be necessary or appropriate, in Bank of America's sole discretion, from time to time to effectuate the subordination provided herein and hereby appoints Bank of America its attorney-in-fact for such purpose, including, without limitation, in the event of any dissolution, winding up, liquidation, or reorganization of Borrower (whether in bankruptcy, insolvency, or receivership proceedings or upon an assignment for the benefit of creditors or otherwise) tending toward liquidation of the business or the assets of Borrower, including the immediate filling of a claim for the unpaid balance of the Subordinate Lender Obligations in the form required in such proceedings, the voting of such claim during the pendency of such proceedings, and the taking of all steps necessary to cause such claim to be approved.
- 8. <u>Subordinate Lender Documents.</u> Each Subordinate Lender hereby warrants and represents to Bank of America that (a) its respective executed Subordinate Lender Documents are substantially in the same form as those submitted to, and previously approved by, Bank of America prior to the date of this Supprdination Agreement, and (b) it has no knowledge of any default or event of default under its respective Subordinate Lender Note, Subordinate Mortgage or any other respective Subordinate Lender Documents which has not been cured or waived.
- Payment and Performance Bonds. The Borrower, at its expense, shall deliver payment and performance bonds (the "Ponds"), each in a penal sum equal to the amount of the Construction Contract. The parties acknowledge and agree that Subordinate Lenders and Bank of America shall be named as co-obligees with respect to such Bonds. In the event of a default under the Subordinate Lender Documents or the Bank of America Documents, then Bank of America, in its own name, or as agent and attorney-in-fact for Borrower, may take such action and require such performance under any of the Bonds to be furnished hereunder as Bank of America deems necessary or advisable and may make settlements and compromises with the surety or sureties under any such Bonds, and in connection therewith, may execute instruments of release and satisfaction. Uniffes Bank of America has reasonably determined, after consultation with Subordinate Lenders, that the completion of the Project on or before the placed in service deadline (within the meaning of Section 42 of the Internal Elevenue Code of 1986, as amended) is not feasible, all proceeds payable under any such Bonds shall be applied first to the costs of completing the construction on and at the Property. Any Bond proceeds not so applied to the costs of completing the construction on and at the Property shall be applied, first to the payment of the indebtedness secured by the Bank of America Mortgage, second to the indebtedness secured by Junior Mortgage, Security Agreement and Financing Statement in favor of the City of Chicago, Wirrors, third to the indebtedness secured by the TIF Mortgage, fourth to the indebtedness secured by the Dor ations Credit Mortgage, fifth to the indebtedness secured by the Home Depot Mortgage, sixth by the indebtedness secured by the ComEd Mortgage, seventh to the indebtedness secured by the AHP Mortgage, eight to the indebtedness secured by the Seller Mortgage, ninth to the indebtedness secured by the Sponsor Funds Mortgage and then as directed by Borrower. Bank of America shall use reasonable efforts to advise Subjectinate Lenders of its actions taken under any of the Bonds in accordance with the rights provided under this Section 9.
- 10. Representations. Warranties and Covenants of Subordinate Lenders. Each Subordinate Lender hereby covenants, agrees, warrants, represents on its own behalf and not on behalf of the other Subordinate Lenders, and certifies unto Bank of America that:
 - (a) Subordinate Lender is the owner and holder of its respective Subordinate Lender Note and Subordinate Mortgage;
 - (b) Neither of its respective Subordinate Lender Note nor Subordinate Mortgage has been extended, renewed, amended, transferred, or otherwise modified except as set forth herein;
 - (c) This Subordination Agreement has been duly authorized by Subordinate Lender, the persons executing, acknowledging, and delivering this Subordination Agreement on behalf of Subordinate Lender are fully authorized to do so, and all of the terms and provisions of this

2020606027 Page: 8 of 31

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Subordination Agreement are fully enforceable against Subordinate Lender and its successors and assigns;

- (d) The indebtedness evidenced by its respective Subordinate Lender Note is the only indebtedness secured by its respective Subordinate Mortgage;
- (e) To the knowledge of Subordinate Lender, there exists no default or event of default of any nature under the terms and provisions of its respective Subordinate Lender Note, Subordinate Mortgage, or combination thereof, and no condition which, with the giving of notice and/or the passage of time, would result in such an event of default;
- (f) Subordinate Lender agrees and covenants that copies of all notices, communications, or designations required or permitted under its respective Subordinate Lender Note or Subordinate Mortgage shall be sent to Bank of America at the address specified in <u>Section 19</u> hereof, or at such other address as Bank of America shall furnish to Subordinate Lender in the manner provided in <u>Section 19</u> hereof;
- (g) in no event shall the terms and provisions of its respective Subordinate Lender Note or Subordinate Mortgage be modified, amended, renewed, or extended, unless Bank of America shall first consent in writing to such modification, amendment, renewal, or extension, which consent may be withheld in Bank of America's sole judgment;
- (h) If a default occurs and is continuing under its respective Subordinate Lender Documents, Subordinate Lender agrees that, without Bank of America's prior written consent, it will not commence foreclosure proceedings with respect to the Property under such Subordinate Lender Documents or exercise any other rights or remedies it may have under such Subordinate Lender Documents, including, but not limited to accelerating its respective Subordinate Lender Obligations (enforcing any "due on sale" provision included in such Subordinate Lender Documents), collecting rents, appointing (or seging the appointment of) a receiver or exercising any other rights or remedies thereunder; and
- (i) Subordinate Lender acknowledges and understands that Bank of America will rely upon the certifications, warranties, representations, covenants, and agreements contained herein as a material consideration and inducement in making, extending or modifying the loan evidenced by the Bank of America Note and secured by the Ban

11. Construction Loan Administration and Funding.

- (a) Each Creditor represents and warrants to the other Creditors that its applicable commitment for its Loan (collectively, the "Commitments") is in full force and effect and has not been modified or amended in any respect except as expressly disclosed to the other parties hereto in writing on or before the date of this Subordination Agreement or except to the extent the provisions of any Commitment are inconsistent with, or contrary to, the provisions of any of the Loan Documents relating to such Commitment. Each of the Commitments constitutes the valid and legally binding obligations and agreements of the Creditors respectively.
- (b) Borrower shall submit its request for a disbursement (each, a "<u>Draw Request</u>") of all or any portion of the Loans, together with any and all supporting invoices and other documentation, to each of the Creditors in accordance with the terms of the respective Loan Documents. Each Draw Request shall be on the form or forms required by each Creditor and shall be accompanied by supporting invoices and vouchers and such other information as may be reasonably requested by any of the Creditors and shall be signed by the Borrower. In addition, if the Borrower is required to deliver a title-bring-to-date or endorsement with the Draw Request, a copy of the title-bring-to-date or endorsement shall also be provided with the Draw Request. A Draw Request shall not be submitted unless and until it has been executed by the Borrower and

2020606027 Page: 9 of 31

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reviewed, approved and executed by the Architect (as hereinafter defined), and none of the Creditors shall accept a Draw Request unless it has been so executed by the Borrower and the Architect.

- (c) Creditors and the Borrower acknowledge and agree that the total development costs of the Project, including reserves and escrows required by the Loan Documents (the "Total Development Costs") are equal to Twenty-One Million Six Hundred Seven Thousand Four Hundred Eighteen and No/100 Dollars (\$21,607,418.00), and are more particularly set forth in the draw schedule and budget attached hereto as Exhibit B and made a part hereof (the "Draw Schedule and Budget"). The Total Development Costs shall be funded from the sources at the times and in the amounts set forth in the Draw Schedule and Budget, as the same may be amended from time to time with the prior written consent of the Creditors. 'Disbursements of the Loan proceeds available to fund the Total Development Costs shall be made in accordance with the Draw Schedule and Budget and in accordance with the Loan Documents except as the Loan Documents may be superseded or modified by the terms of this Subordination Agreement.
- The obligations of each Creditor to fund a Draw Request shall be generally as shown on the Draw Schedule and Budget. None of the Creditors shall have any obligation to fund more than its share, if any, of any Draw Request as set forth in the Draw Schedule and Budget, and none of the Cred tors shall have any obligation to fund its share of any Draw Request if any other Creditor refuses or is smalle to fund its share, if any, of any such Draw Request or if any Creditor refused or was unable to fund its share, if any, of any prior Draw Request or has indicated its intention to refuse to fund any future Draw Request or appears unable to fund its share, if any, of any such future Draw Request, as determined by the Creditors. Disputed amounts to be funded under any Draw Request shall be resolved in accordance with subsection (e). Unless otherwise agreed to by Bank of America in writing, Forrc wer and each Subordinate Lender acknowledge and agree that each Draw Request shall first be runded with proceeds of a Subordinate Loan except to the extent that such proceeds legally cannot be used to fund specific costs included in such Draw Request. Each Creditor agrees to cooperate and coordinate its review and approval of each Draw Request in a timely manner, and in any event within (e) (10) business days of its receipt of such Draw Request. In addition, each Creditor agrees that no Draw Request shall be funded by any Creditor if Bank of America has not approved such Draw Request.
- If and to the extent there is a dispute between the Creditors as to the proper amount of any Draw Request or the quality of materials and workmaniship or the conformity of the construction work ("Work") with the approved plans and specifications or the degree of completion of the Project, the Creditor which is disputing all or any portion of the Draw Sequest or the Work shall notify the other Creditors and the Borrower of the dispute (a "Dispute Notice") within ten (10) business days of its receipt of the Draw Request. Each Dispute Notice shall specify the basis of any such dispute and shall identify the exact amounts and items being disputed. Each Creditor may assume that if any other Creditor has not furnished a Dispute Notice to the non-disputing Creditor within ten (10) business days of its receipt of a Draw Request, the Creditors shall be deemed to have approved the Draw Request and the Work. If any such dispute is not resolved to the satisfaction of each of the Creditors within five (5) days of the receipt of a Dispute Notice by the non-disputing Creditor, such Draw Request shall be deemed automatically reduced to the lowest of the undisputed amounts and only the undisputed amounts shall be funded by each Creditor in accordance with the provisions of this Subordination Agreement. The Creditors agree to proceed diligently and in good faith to attempt to resolve any dispute relating to the Draw Request. None of the Creditors, however, shall have any obligation to fund any disputed amounts unless and until the Creditors mutually agree to a resolution of the dispute. Any disputed amounts not funded by the Creditors must be funded by the Borrower.

2020606027 Page: 10 of 31

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- (f) Each Creditor agrees to fund its share, if any, of each approved Draw Request if and only to the extent approved by all of the Creditors in accordance with the provisions of this Subordination Agreement, in a timely manner, and within fifteen (15) business days of its receipt of such Draw Request.
- Occuments to the contrary, each Subordinate Lender agrees that if (i) an Event of Default (as defined in the respective Subordinate Lender Documents) or an event or circumstance, which upon notice or lapse of time or both would constitute an Event of Default, has occurred and is continuing such that Subordinate Lender may withhold its funding of its share of the Draw Request, but (ii) Bank of America has agreed to fund its share of the Draw Request, then Subordinate Lender will agree to fund all eligible costs contained in such Draw Request, provided that such funding is not in violation of any applicable laws.
- Except as expressly set forth in this Subordination Agreement, each of the Creditors shall determine for itself that any and all conditions precedent to any advance or disbursement pursuant to the Draw Request as set forth in its respective Loan Documents has been satisfied in all respects and that such advance or disbursement shall be made by such Creditor. Each of the Creditors shall then disburse its share of the Draw Request in the manner provided in its Loan Documents, as amended by this Subordination Agreement and subject to the retainage requirements contained in its Loan Documents.
- (i) Notwithstanding anything herein to the contrary, any advance by Bank of America to pay interest on the Bank of America Loan in accordance with the terms and conditions of the Bank of America Loan Documents shell not require the approval of any Creditor.
- (j) The parties acknowledge that CIC will not be involved in construction loan administration and funding. Nothing contained in this Section 11 shall impair the ability of CIC to comply with the terms of the Repayment Agreement and the regulations (including, without limitation, those contained in 12 CFR Part 1291) promulgated by the Federal Housing Finance Board with respect to the affordable housing program established pursuant to FIRREA (the "AHP Regulations") and in the event of a conflict between this Section 11 and the requirements of the Recapture Agreement and/or the AHP Regulations, the Recapture Agreement and AHP Regulations, shall govern.

12. Construction Period Inspections and Construction Monitoring

- (a) Upon receipt of the Draw Request and all supporting invoices and other documentation, the Creditors shall arrange to have all of the Work inspected by their respective inspectors for quality of materials and workmanship, conformance with the contract accuments and the degree of construction completion (each, a "Field Progress Inspection"). The Creditors shall coordinate their inspections. If the inspectors differ as to the quality of materials and workmanship or the conformance of the Work with the contract documents or the degree of completion of the Project, the parties shall attempt to resolve the difference in a mutually acceptable manner within five (5) business days of the receipt of a Dispute Notice by the Creditors as provided in Section 11(e) of this Subordination Agreement; if such dispute is not resolved in a mutually acceptable manner, the Draw Request relating to such Work shall be funded in accordance with Section 11(e) of this Subordination Agreement. Each Creditor reserves the right to engage an independent inspecting engineer, subject to any limitations as to expense set forth in such Creditor's respective Loan Documents with the Borrower or in this Subordination Agreement.
- (b) On-site Field Progress Inspections shall be conducted on a monthly basis. Each Creditor's respective inspector shall be entitled, but not obligated, to attend regularly scheduled monthly field progress meetings (each a "Field Progress Meeting"), the purpose of which shall be

2020606027 Page: 11 of 31

UNOFFICIAL COPY

to review and agree on the percentage of the Work completed and in place and the amount of stored and insured materials on-site and off-site and to review, verify and agree on the amounts of the Loans to be advanced to the Borrower. Additional personnel on behalf of each Creditor shall be entitled, but not obligated, to attend the Field Progress Meetings. At least five (5) days in advance of each Field Progress Meeting, the Borrower shall notify all appropriate persons of the time and date of the meeting so that the parties may attend. At each Field Progress Meeting, the parties shall agree on the amount of the Draw Request to be submitted, and thereafter the Borrower shall submit the Draw Request to each of the Creditors in accordance with Section 11 of this Subordination Agreement.

- (c) When the Project is substantially completed in accordance with the Loan Documents, each of the Creditors shall arrange for the inspection and sign-off of all work by the Architect and may require the Borrower to obtain a title-bring-to-date and title endorsement. Each of the Creditors promptly will review the final Draw Request and make its own independent determination as to the satisfaction of all conditions precedent to the disbursement of its share of the final Draw Request and any and all retentions held by such Creditor. Prior to any disbursement of the final retainage, each of the Creditors may arrange for an independent audit of all disbursements to date and of its independent inspection of the Project. Subject to any limits imposed in the Creditors' respective Loan Documents, the costs of all audits and inspections shall be borne by the Borrower.
- of the other contract documents, nor any inspections or approvals of the Project nor the approval of any Draw Request shall constitute a warranty or representation by any Creditor or any of their agents, representatives, or designeer, as to the technical sufficiency, adequacy, workmanship, quality, integrity or safety of any building or any other structure on or comprising a part of the Project, or any parking facilities or other common areas related thereto, or any component parts of any of the foregoing, including, without limitation any and all fixtures, equipment, building materials, furnishings, and/or any other property of any kind or nature related to or comprising a part of the Project or as to any other physical, environmental, structural or other condition or feature relating to or comprising a part of the Project, including, without limitation, subsoil conditions, or as to compliance with any agreements evidencing, securing or guarantying obligations under or in connection with any of the Loans or as to any housing, building, zoning, environmental or other applicable regulations, statutes, ordinances and laws.
- If any Creditor undertakes to perform inspections or coordinate requisitions (an "Inspecting Lender") for or on behalf of any other Creditor, neither the Inspecting Lender nor any of its officers, agents or employees shall by reason of such inspections be liable for any action taken or omitted to be taken by it under or in connection with this Subordination Agreement or any of the Loan Documents, and neither the Inspecting Lender nor any of its officers, agents or employees shall be responsible to the other party for any consequences of any oversight or error or judgment in connection with such inspections, nor shall it be answerable to any other party for any loss whatsoever, it being understood and agreed that the Inspecting Lender shall coordinate requisitions and inspections only at the request and for the convenience of the other Creditor. Without limiting the generality, an Inspecting Lender (i) may consult with legal counsel, accountants, engineers and other experts selected by it, whether public or private, and shall not be liable for any action taken or omitted to be taken by it in accordance with the advice of such counsel, accountants, engineers or experts, and (ii) does not make any warranty or representation to the other party and shall not be responsible to the other party for any statements or representations made under or in connection with this Subordination Agreement, except as expressly set forth herein, and (iii) shall not incur any liability under or in connection with this Subordination Agreement by acting upon any notice believed by it to be genuine.

2020606027 Page: 12 of 31

- (f) Notwithstanding anything herein to the contrary, the parties acknowledge that CIC will not be monitoring monthly disbursements or performing regular field inspections during construction of the Project. As such, the provisions of this Section 12 shall not apply to CIC.
- 13. <u>Approval of Plans and Related Construction Items</u>. Each of the Creditors acknowledges and agrees that they have received, reviewed and approved each of the following items:
 - (a) The plans and specifications, as amended through the date of this Subordination Agreement and prepared by UrbanWorks, Ltd. (the "Architect"), a list of which is attached hereto as Exhibit C and made a part hereof (the "Plans and Specifications");
 - (b) The AIA Standard Form of Agreement Between Owner and Architect by and between the Architect and Sponsor dated as of July 24, 2018, as assigned and amended by that certain Amendment and Assignment of Agreement Between Owner and Architect by and between the Borrower and Sponsor, and as acknowledged by Architect, dated February 10, 2020 (the "Architect's Agreement");
 - The Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price by and between the Borrower and GMA Construction Group (the "General Contractor") dated as of February 11, 2020, as amended through the date of this Subordination Agreement (the "Construction Contract"); and
 - (d) The Draw Schedule and Budget.
- Dealings with Borrower. Bank of America may extend, renew, modify, or amend the terms of the Bank of America Obligations and any of the Bank of America Documents, or extend, renew, modify, or amend the terms of any security therefor and release, transfer, assign, sell, or exchange such security and otherwise deal freely with Borrower to the same extent as could any person, all without notice to or consent of Subordinate Lenders and without affecting the liabilities and obligations of Subordinate Lenders, pursuant to the provisions hereof; provided, however, there should be no extension, renewal, modification or amendment of the Bank of America Documents without the consent of the Subordinate Lenders if such extension, renewal, modification or amendment would increase the principal amount of the Bank of America Obligations (excluding any amounts advanced by Bank of America for the protection of its interests pursuant to the Bank of America Documents), increase the interest rate of the Sank of America Obligations or decrease the original maturity term of the Bank of America Obligations.
- Assignment of the Bank of America Obligations. Bank of America may assign or transfer any or all of the Bank of America Obligations and/or any interest therein or herein and, not withstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Lank of America Obligations shall be and remain senior to the Subordinate Lender Obligations, and the Subordinate Lender Obligations shall be and remain subject and subordinate to the Bank of America Obligations for the purposes of this Subordination Agreement, and every immediate and successive assignee or transferee of any of the Bank of America Obligations or of any interest therein or herein shall, to the extent of the interest of such assignee or transferee in the Bank of America Obligations, be entitled to the benefits of this Subordination Agreement to the same extent as if such assignee or transferee were Bank of America; provided, however, that, unless Bank of America shall otherwise consent in writing, Bank of America shall have an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Subordination Agreement, for the benefit of Bank of America, as to those portions of the Bank of America Obligations which Bank of America has not assigned or transferred.
- 16. <u>Waiver; Modification</u>. No delay on the part of any party hereto in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Bank of America of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Subordination Agreement be binding

2020606027 Page: 13 of 31

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upon Bank of America except as expressly set forth in a writing duly signed and delivered by or on behalf of Bank of America.

- Waiver of Rights. Borrower hereby waives (a) notice of acceptance of this Subordination 17. Agreement by Bank of America, (b) notice of the existence or creation or nonpayment of all or any of the Bank of America Obligations, and (c) all diligence in the collection or protection of or realization upon the Bank of America Obligations or the collateral therefor.
- Legend. Each Subordinate Lender and Borrower hereby agree to cause all instruments 18. evidencing indebtedness or other obligations of Borrower to such Subordinate Lender which are or may be subject to the provisions of this Subordination Agreement to be subject to, or agree that such instruments have be deemed to include, an appropriate legend to the effect that such indebtedness or other obligation evidence by such instrument is subordinated to the Bank of America Obligations in the manner and to the extent set form in this Subordination Agreement, and each Subordinate Lender will make appropriate entries in the books and records of such Subordinate Lender to indicate that the Subordinate Lender Obligations are subject to the Bank of America Obligations.
- Notices. Any notice, demand, designation, or other communication which is required or permitted to be given under the terms and provisions of this Subordination Agreement shall be deemed to by duly given and received or, tre date the same shall be personally delivered to the party to whom the same is addressed at the address hereinbelow specified (including delivery by a professional overnight courier service), or on the third day after the same shall be deposited in the United States mail, certified mail, return receipt requested postage menaid, addressed to the party to whom the same is addressed at the address hereinbelow specified:

If to CIC: Community Ir vestment Corporation

222 S. Riverside Plaza, Suite 380

Chicago, Illinois 60 06 Attention: Kathy E. Fei igold

Charity & Associates, P.C. With copies to:

20 N. Clark Street, Suite 1150

Chicago, Illinois 60602 Attention: Elvin E. Charity

If to Bank of America: Bank of America, N.A.

> Mail Code: IL4-135-06-11 135 S La Salle Street Chicago, IL 60603-4157 Attention: Stephanie Mack

Bank of America, N.A. With copies to:

C/ort's Orrico Mail Code: NC1-026-06-01 900 W. Trade Street, Suite 650 Charlotte, North Carolina 28255 Attention: CREB Loan Administration

Tiber Hudson LLC And:

> 1340 Smith Avenue, Suite 200 Baltimore, Maryland 21209 Attention: Matthew M. Grant

2020606027 Page: 14 of 31

UNOFFICIAL COPY

If to Sponsor:

A Safe Haven Foundation 2750 W. Roosevelt Road Chicago, Illinois 60608

Attention: Neli Vazquez Rowland

With a copy to:

Applegate Thorne-Thomsen

425 S. Financial Place, Suite 1900

Chicago, Illinois 60605 Attention: Paul Davis, Esq.

If to Borrower:

Roosevelt Road Veterans Housing LP

c/o A Safe Haven Foundation 2750 W. Roosevelt Road Chicago, Illinois 60608

Attention: Neli Vazquez Rowland

With a copy to.

Applegate Thorne-Thomsen

425 S. Financial Place, Suite 1900

Chicago, Illinois 60605 Attention: Paul Davis, Esq.

Any party hereto may by written notice given to the others in the manner herein provided change the address to which any such notice, demand, designation, or other communication shall be thereafter given to it.

- 20. <u>Priority</u>. The priorities herein specified are applicable irrespective of the time of creation of the Bank of America Obligations or the Subordinate Lender Obligations.
- 21. No Modification to Bank of America Documents. This Subordination Agreement is not intended to modify and shall not be construed to modify any term or provision of the Bank of America Note, the Bank of America Mortgage or any other documents or instruments evidencing, securing, guaranteeing the payment of, or otherwise relating to the indebtedness evidenced by the Bank of America Note or secured by the Bank of America Mortgage, or both.
- 22. <u>Further Assurances.</u> So long as the Bank of America Loz. Documents shall affect the Property or any portion thereof, each Subordinate Lender, its successors or assigns, or any other legal holder of the Subordinate Lender Documents, as the case may be, shall execute, acknowledge, and deliver upon the demand of Bank of America, at any time or times, any and all further documents or instruments in recordable form for the purpose of further confirming the subordination and the agreements herein set forth.
- 23. <u>Estoppel Certificate</u>. Each Subordinate Lender hereby agrees that within ten (10) days after written demand of Bank of America, it shall execute, acknowledge and deliver a certification setting forth the total amount of indebtedness owed to it which shall be then secured by any portion of the Property, and any and all such certifications shall be conclusive as to the matters set forth therein, and shall be fully binding upon such Subordinate Lender, its successors and assigns. Notwithstanding the foregoing, each Subordinate Lender shall not be obligated to give such a certification more frequently than once every calendar month.
- 24. <u>Counterpart Signatures</u>. This Subordination Agreement may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when executed and delivered, shall constitute an original agreement enforceable against all who signed it without production of or accounting for any other counterpart, and all separate counterparts shall constitute the same agreement.

2020606027 Page: 15 of 31

UNOFFICIAL CO

SIGNATURE PAGE OF INTERCREDITOR AND SUBORDINATION AGREEMENT

IN WITNESS WHEREOF, CIC has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

CIC:

COMMUNITY INVESTMENT CORPORATION,

an Illinois not for profit corporation

(SEAL)

Name Jerri Edwards Title: Vice President

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jerri Edwards, personally known to me to be a Vice President of Community Investment Community Investment Corporation, as his/her free and voluntary act and deed of Community Investment Corporation for the day of March, 2020.

Given under my hand and official seal, this 16 day of March, 2020. Corporation, an Illinois not for profit corporation, 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/she signed and delivered the said instrument in his/her capacity as such Vice President of Community Investment Corporation, as his/her free and voluntary act and deed and as the free and voluntary act and deed of Community Investment Corporation for the uses and purposes therein set forth.

Notary Public

"OFFICIAL SEAL" SONYA A. SADDLER Notary Public, State of Illinois My Commission Expires Aug. 02, 2021

2020606027 Page: 16 of 31

UNOFFICIAL C

SIGNATURE PAGE OF INTERCREDITOR AND SUBORDINATION AGREEMENT

IN WITNESS WHEREOF, Sponsor has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

SPONSOR:

A SAFE HAVEN FOUNDATION, an Illinois not-for-profit corporation

By: Name: Neli Vazquez Rowland

Title: President

Opon Op STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Neli Vazquez Rowland, persor ally known to me to be the President of A Safe Haven Foundation, an Illinois not-for-profit, and personal v 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, as the President, she signed and delivered the said instrument pursuant to the authority given by A Safe Haven Foundation, as her free and voluntary act and as the free and voluntary act of A Safe Haven Foundation, for the uses and purposes therein set forth.

Given under my hand and official seal, this U day of

My Commission expires:

Notary Aublic

OFFICIAL SECT ELIZABETH DONOHUE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: UST 27

(SEAL)

2020606027 Page: 17 of 31

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SIGNATURE PAGE OF INTERCREDITOR AND SUBORDINATION AGREEMENT

IN WITNESS WHEREOF, Bank of America has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

BANK OF AMERICA:

BANK OF AMERICA, N.A.,

a national banking association

By: (SEAL)

Name: Robert M. Tyrrell
Title: Senior Vice President

STATE OF NEW YORK

COUNTY OF WASAU

The foregoing instrument was acknowledged before me by Robert M. Tyrrell, a Senior Vice President of Bank of America, N.A., a national bantung association, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained and acknowledged that she signed and delivered said instrument in his capacity as a Senior Vice President of such national banking association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17 day of March 2020

My Commission expires: 16-07-2023

Notary Public

Miguel A. Hernandez
Notary Public, State of New York
No. 01HE6398873
Qualified in Nassau County
Commission Expires 10/07/2023

2020606027 Page: 18 of 31

UNOFFICIAL C

SIGNATURE PAGE OF INTERCREDITOR AND SUBORDINATION AGREEMENT

IN WITNESS WHEREOF, Borrower has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

BORROWER:

ROOSEVELT ROAD VETERANS HOUSING, LP.

an Illinois limited partnership

Opologo Opologo CC By: ASH V. LLC.

an Illinois limited liability company.

its General Partner

By: A Safe Haven Foundation,

an Illinois not-for-profit corporation,

(SEAL)

its Manager and Sole Member

Bv:

Name: Neli Vazquez Rowland

President Title:

2047/2

STATE OF ILLINOIS

COUNTY OF COOK

) ss

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Neli Vazquez Rowland, personally known to me to be the President of A Safe Haven Foundation, the Manager and Sole Member of ASH V, LLC, the General Partner of Roosevelt Road Veterans Housing, LP, an Illinois 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, as the President, she signed and delivered the said instrument pursuant to the authority given by Roosevelt Road Veterans Housing, LP, as her free and voluntary act and as the free and voluntary act of Roosevelt Road Veterans Housing, LP, for the uses and purposes therein set forth.

Given under my hand and official seal, this day of

My Commission expires:

Notary Public

OFFICIAL SEAL ELIZABETH DONOHUE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/12/22

2020606027 Page: 19 of 31

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 28 IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 1143 SOUTH KICHMOND STREET, CHICAGO, IL 60612; PIN: 16-13-329-015

PARCEL 2:

THE WEST 15 FEET OF LOT 25 AND ALL OF LOT 26 IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF ELOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 2920 WEST ROOSEVELT ROAD, CHICAGO, IL 60312: PIN: 16-13-329-032

PARCEL 3:

LOT 24 (EXCEPT THE EAST 8.4 FEET) AND THE EAST 10 FEET OF LOT 25 IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220/373, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 2918 WEST ROOSEVELT ROAD, CHICAGO, IL 60612; PIN: 16-13-329-033

PARCEL 4:

LOT 23 (EXCEPT THE EAST 8.4 FEET) AND THE EAST 8.4 FEET OF LOT 24 IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH. SANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINGIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 2916 WEST ROOSEVELT ROAD, CHICAGO, IL 60612; PIN: 16-13-329-034

PARCEL 5:

THE WEST 16.6 FEET OF LOT 22 AND THE EAST 8.4 FEET OF LOT 23 IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

2020606027 Page: 20 of 31

UNOFFICIAL COPY

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 2912 WEST ROOSEVELT ROAD, CHICAGO, IL 60612; PIN: 16-13-329-035

PARCEL 6:

THE WEST 16.6 FEET OF LOT 21 AND THE EAST 8.4 FEET OF LOT 22 IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 2910 WEST ROOSEVELT ROAD, CHICAGO, IL 60612; PIN: 16-13-329-036

PARCEL 7:

THE WEST 16.6 FEFT OF LOT 20 AND THE EAST 8.4 FEET OF LOT 21 IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1830 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSE'S OLILY THE PROPERTY IS COMMONLY KNOWN AS: 2908 WEST ROOSEVELT ROAD, CHICAGO, IL 80612; PIN: 16-13-329-037

PARCEL 8:

LOT 27 IN BLOCK 3 IN HELEN CULVER'S DOU \$LAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE 17', IRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 2924 WEST ROOSEVELT ROAD, CHICAGO, IL 60612; PIN: 16-13-329-031

THE ABOVE DESCRIBED LAND WHEN TAKEN TOGETHER AS A TRACT IS ALSO CORRECTLY DESCRIBED AS:

THE WEST 16.6 FEET OF LOT 20 AND ALL OF LOTS 21 TO 28, INCLUSIVE, IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 1143 SOUTH RICHMOND STREET, 2920 WEST ROOSEVELT ROAD, 2918 WEST ROOSEVELT ROAD, 2916 WEST ROOSEVELT ROAD, 2912 WEST ROOSEVELT ROAD, 2910 WEST ROOSEVELT ROAD, 2908 WEST ROOSEVELT ROAD AND 2924 WEST ROOSEVELT ROAD, CHICAGO, IL 60612.

2020606027 Page: 21 of 31

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EXHIBIT B DRAW SCHEDULE AND BUDGET



2020606027 Page: 22 of 31

Roosevelt Road Veterans Housing	L. 1-	Draw Schedule	hedule											Const	ruct	Finished
	. []	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan, 2021	Feb	March	ĮĮ.	May
Project Uses			Month 1	2	e	*	. 2	9	7	8	6	10	11:	12	13	*
Land	1,675,000	1,675,000					,,,,									
Board Up Fees	1,652	001,102		1.652	15.70	1,082,729	114,555		n / '# 60 #	1,624,093	1,307,129	1,082,729	412,047	90/19/9	286,610,2	,
Edison/NICOR charges	20,000	1,530					18,470									
Building Permits	48,739	48,739									•	<				
Construction Continuency	195,363			220.856	220.856	220.856	•							596,565		
Architect: Design	457,623	457,623												ı		
Architect: Supervison	160,000			11,429	11,429	11,429	11,429	11,429	11,429	11,429	σ. ·	11,429	11,429	11,429	11,429	11,429
Historic Documentation	7,500	5,000			2,500		•		,	•	^					,
"Green" Certification Fees	21,000	1,500					3,500			C)	16,000				
Accounting Court Continue	146,962	146,962											000			
Survey	10 000	4 500											25,500			
Appraisal	7.900	7.900											}			
Environmental Report	10.400	10 400														
Soil Tests	24.500	24.500														
Market Study	11.025	11.025														
Title and Recording	29 627	29 627														
Marketing	25,000										75 000					
Material Testino during construction	20 000					12 600	12 500	10 500	12 500							
THOMACON CONTRACTOR CO	95,50	4 250				200	2	200	, , , ,							
TABLE TABLE	27.57	2 4 5 5														
Other last Odelestine form	007,000	45,730														
Other Joan Origination rees	25,20	0/5,001)							
9% Reservation Fee	117,117	117,117														
Other Lender Legal Fees	110,000	110,000														
Pre-Development Loans-Interest	59,125	59,125)				•				
Lender's Inspecting Architect	25,000				1,563	1,563	1,563	.563	1,563	1,563	1,563	1,563	1,563	1,563	1,563	1,563
Construction / Bridge loan interest	485,000					,		3,00	009'6	14,500	14,300	17,600	20,300	22,900	24,200	24,400
Insurance During Construction	31,003	31,003														
Syndication legal	52,000	52,000														
Insurance Reserve	067.75						1									
Replacement Reserves	36,000															
Initial Kent-up Reserve	90,000					5)									
Operating Reserve	422,935	000					•									
Developer Fee-Deferred	333 333	300,000														
Developer rec-Deterred	255,555				•											
						×										
TOTALS	21,607,417	3,501,907	-	724,917	1,048,394	1,329,076	1,400,872	1,653,484	1,929,866	1.651.584	1,409,420	1.129.320	874.538	867,960	2.056.573	37.391
	. *	6														
Project Sources																
Tax Credit Syndication	11,066,431	1,181,744			1, 10, 188											716,705
City of Chicago-TiF	4,500,000		•		5	•	1,500,000				1,500,000				1,500,000	
City of Chicago-Mongage	430,203				•	210,370		219,833								
the Affordable Housing Tax Credit	403,750	403,750		Z												
Home Depot Foundation	200,000	500,000														
Federal Home Loan Bank	750,000	750,000		S												
Seller Financing-land	1,675,000	1,675,000														
Perm Bank Loan	1,515,000	- 000			•		,		•				,	,		
Sponsor Loan	300,100	300,100														
Commonwealth Edison	133,600														133,600	
K. (8)	21,607,417	4,810,594			1,603,188	210,370	1,500,000	219,833			1,500,000	٠			1,633,500	716,705
Sources less Uses:	_	1,308,387	1 200 5 02	(724,917)	Ļ	(1,118,706)	99,128	(1,433,651)	(1 929.866)	(1.651.584)	90.580	(1,129,320)	(874.638)	(867,960)	(422.973)	679,314
	_	3	1,300,000	27,500	000.001,1	500.6	┙			(4.000,113)		1	1	- 1	-	(1,421,110)
)														

2020606027 Page: 23 of 31

	Totals	1,675,000 15,037,906 1,652 20,000 48,73	134,865 662,568 457,623 160,000 7,500	21,000 146,962 25,000 10,000	7,900 10,400 24,500 11,025 29,627	75,000 50,000 6,250	100,370 17,117 117,117	25,123 25,000 485,000 31,003	92,000 97,750 36,000 90,000	422,955 1,000,000 333,333	21,607,417	11,066,431 4,500,050 430,203	403,750 500,000 750,000 1 675,000	300,100	333,333		
	ا	_									,	111	111	111			1
	j.		6								,						(0)
	86	1	1								,						(0)
	1110	5	9	' (),c									,	,	(0)
	*	04					0-	54,900		333,333	866,233	7,564,794		1,515,000	333,333	8 524 894	<u>(e)</u>
Stabilized	April	3					C	8			26,000				,	(26 000)	(8,524,894)
[# o	March 24	<u> </u> 						26,000	_	101	26,000	1				(25 000)	(8,498,894)
	Feb							25,800		3	2,800					(25 800)	(8,472,894)
	Jan, 2022	1						25,800			25,800	6,			,	(25 800)	Ц
Rent-Up Complete	7	<u>-</u>				1,000		25,400			26,400		TŚ			(26 400)	(8,421,294)
8 3	Nov 20							25,400			25,400						11
	Oct	2						25,260			25,200					(25,200)	(8.369,4(4)] (8,394,894)
	Sept	,						1,563			26,763	·				53)	Ш
	Aug 57	,						1,563			26,063	,				(26.063)	(8,317,532)
	July							1,563			26,163					(26,163)	┨
	June 15		11,429					1,563	57,750 36,000 90,000	422,955 200,000	844,196					(844.196)	Ц

2020606027 Page: 24 of 31

BUDGET DRAW TEMPLAT	Έ		BORROWER:	Roosevelt Road	Veterans Housin	ng i		REPO	RT DATE:	<u> </u>
Clear ALL Prior Entries for New		PPO IECT	DESCRIPTION:	ROPROWER B	LIDGET DRAW T	EMPLATE		HIDEBLIK Line	Hem Rosse	normal status
	OR STANSON OF THE PARTY OF THE	FROSEOI	DECORA TION	BOMMOTTEMB	05027 514111		UNH	of Blank Line Herr	Rows (to ac	d new line item
Uses Description	•) Original	Total Prior	Current Changes	, Revised Budget	Total Previous	Amount This Draw	Total Drawn Including This Draw	Undisbursed After This Draw	% Funded	Deferred ((Unavailable)
LAND of real and real	 			4 / Final (120)		W		3 4 3		x Mil
Land Value	1,675,000 00	0.00	* .	1,675,000 00	0.00		0.00	1,675.000.00	D%	
TOTAL LAND	1,675,000.00	0.00	0.03	1,675,000.00	:	0.00	0.00	1,875.000.00	0%	
HARD COSTS	7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	7	- 15.10	14. 572 1.7%	`z T4 k Z					
Construction - Contract	15,037,906.00	0.00		15,037,906.00	0.00	The Laufe Laure	0 00	15,037 906.00	0%	
Sub Total Contracts	15,037,906.00	0.00	0.00	15,037,906.00	* 0.00	0.00	0.00	15,037.908.00	: 0%	•
Hard Cost Contingency	662,568.00	0.00	*. 41	682,568.00	0.00		0.00	662.568.00	0%	
FF&E	. 155,790.00	0.00		155,790.00	0.00		0.00	155,790.00	0%	
TOTAL HARD COSTS	15,856,284.00	0.00	. 0.00	15,858,264.00	0.00	0.00	0.00	- 15,858,284.00	0%	
SOFT COSTS	A. * * & & * * * * * * * * * * * * * * *	Carlo A		o Terr s _{ec} .		<i>2.2</i>			- 2 ⁶ x2	.1.1
Architect Design	457,623.00	0.00		457,523.00	0.00		0.00	457.623 00	0%	
Architect Supervision/Construction Manag	160,000.00	0.00		160,000.00	0.00	* > . · ·	0.00	160 000.00	0%	
Legal	146.962.00	0.00		146,962.00	0.00	177	0.00	146,962 00	Đ%	
Building Permits	48,739.00	0.00		48,739.00	0.00	ĩ·	0 00	48 739.00	0%	
Environmental Report	10,400 00	0.00		10,400.00	0.00	*** * Dane **	0.00	10,400.00	0%	
Soil Tests	24,500.00	. 0.00	Tall All	24,500.00	0.00	. 3 184	0.00	24,500.00	0%	
Insurance	31,003.00	0.00	t	31,003 00	0.50		0.00	31,003,00	0%	
Material Testing	50,000 00	0.00		50,000.00	0.00		0.00	50.000.00	0%	
Appraisal & Market Study .	18,125.00	. 0.00		18,125.00	0.00	1_ 1 4	0.00	18.125.00	0%	
Survey	10,000.00	0.00	^	10,000 00	0.00		0.00	10 000.00	0%	
Edison/NICOR Charges	20,000.00	. 0.00		20,000.00	0.00	* Ax2	0 00	20,000.00	0%	<u>-</u>
Green Certification Fees	21,200.00	. 0.00		21,000.00	0.00	V .	0.00	21,000.00	0%	
Board Up Fees	6' 2.00	0.00		1,652.00	0.00		0.00	1.652.00	0%	
Historic Documentation	7,501 50	0.00		7,500.00	0.00		0.00	7.500.00	0%	
Const Loan Origination Fee	75,500.00	0.00		75,000 00	0.00	:	0,00	75 000.00	0%	
Const Title & Recording	35,000.0			35,000.00	0.00		0.00	35.000.00	0%	
Const Loan Inspection	35,220,00	0.00		35,220.00	0.00	*	0.00	35 220,00	0%	
B of A Lender Legal	105,000.00	0.00		105,000.00	0.00		0.00	105 000.00	0%	
Perm Loan Origination Fee	15,150.00			15,150 00	0.00	* *	0.00	15,150.00	0%	
IAHTF Fees (Donation Tax Credits)	. 43,750.00	0.10	-	43,750.00	0.00		0.00	43.750.00	0%	
Predevelopment Loan Fees - Interest	59,124.00	0.00		59,124 00	0.00		0.00	59.124.00 123.367.00	0%	
Tax Credit Fees	123,367.00	0.00		123,367.00	0.00		0.00	52,000.00	0%	
Syndication Legal	52,000.00	. 0.00		52,000 00	0.00		0.00	25.000.00	0%	
Accounting/Cost Certification	25,000.00	0.00	()-::	25,000.00	0.00		0.00	75,000.00	0%	
Marketing	75,000.00	0.00		75,000 00	0.00		0.00	300.000.00	0%	
Developer Fees - Paid	300,000.00	0.00		1,033,333.00	0.00	e	0.00	1,033,333,00	0%	. YES
Developer Fees - Deferred Sub Total Misc	1,033 333.00	0.00	0.00	2,984,448.00	0.00	0.00	0.00	2,984,448,00		, ILG
		- 0.00	0.00	485 000.0	0.00	5.00	0.00	485.000.00	0%	
Bank of America Interest Reserve	485,000.00	0.00	0.00	4 5,000.00	0.00	0.00	0.00	485,000.00	- ** 0%	
Sub Total Int Res		0.00	0.00	5,1750.00	0.00	0.00	0.00	57.750.00	0%	YES
Insurance Reserve	57,750.00 36.000.00	0.00		36,000. 3	0.00	*	0.00	36,000.00	0%	YES
Replacement Reserve Operating Reserve	422,955.00	0.00	-	422,955.CC	0.00		0.00	422.955.00	0%	YES
Operating Reserve Operating Deficit/Leaseup Reserves	90,000.00	0.00		90,000.00	0.00		0.00	90.000.00	0%	YES
Operating Dendit Leaseup Reseves - Sub Total Op Def		* ± 0.00	0.00	606,705.00	0.00	0.00		606,705.00	. 0%	
TOTAL SOFT COSTS	4.078,153.00	0.00	0.00	4,078,153.00	J.D.	0.00	0.00	4,076,153.00	0%	
TOTAL PROJECT USES	21,807,417.00		0.00	4. 21,807,417.00	7.49	0.00	0.00	21,607,417.00	0%	1,640,038.0
	21,00,1411,00			= 1,007,771100						
C										
Sources			,							
Description .	Original Budget	Total Prior Adjustments	Current Changes	Revised Budget	Total Previous ::	mount This waw	Fotal Drawn Including This Draw	Undisbursed After This Draw	% Funded	Deferred/Unavai
* * * * * * * * * * * * * * * * * * *	1 1 1 1	1 m 1 1 1 1 1 1		,						

Sources										
Description.	Original Budget	Total Prior Adjustments	Current Changes	Revised Budget	Total Previous / Drawn	nount This waw	Fotal Drawn Including This Draw	Undisbursed After This Draw	% Funded	Deferred/Unavail1
Construction Lean	10,000,000.00	0.00		10,000,000.00	0.00		0.00	10,000,000.00	0%	
SUB-TOTAL LOAN PROCEEDS		. → 0.0D	i 0.00	10,000,000.00	3 0.00	± 0.0υ		10,000,000.00	0%	
LIHTC @ Closing	1,181,744.00	0.00	4	1,181,744.00	0.00		0.00	1,181,744.00	0%	
City of Chicago Donation Credits (US Bank	403,750.00	0.00		403,750.00	0.00		0.00	403,750.00	0%	
Spensor Loan: FHLB AHP	750,000 00	0.00		750,000 00	0.00	, , , , , , , ,	00	750,000.00	0%	
Seller Financing Land	1,675,000.00	0.00		1,675,000.00	0.00	A 1.0	0.00	1,675,000.00	0%	
Home Depot Foundation	500,000 00	0.00	- :	500,000 00	0.00		0.00	500,000.00	0%	
Safe Haven Sponsor Loan	300,000 00	0.00		300,000.00	0.00		0.00	300,000.00	0%	
GP Capital Contribution	100.00	0.00		100.00	0.00		0.00	100.00	0%	
LIHTC @ 20% Completion	1,603,188.00	0.00		1,603,188.00	0.00		0.00	603 8 00	0%	
City of Chicago TIF @ 33% & 66% Compl-	3,000,000.00	0.00		3,000,000.00	0.00		0.00	3,01,000,00	0%	
City of Chicago HOME	430,203 00	0.00		430,203 00	0.00		0.00	430 207 20	0%	
DCEO Energy Grant	133,600 00	0.00		133,600 00	0.00		0.00	133,6(0.00	0%	
Deferred Sources	1,640,038.00	D.00		1,640,038.00	D.D 0		0.00	1,64D,038.00	0%	YES
Surplus During Construction Phase	(10,206.00)	0.00	* <u>* 1</u>	(10,206 00)	0.00	•	0.00	r (10.206.00).	0%	
SUB-TOTAL EQUITY/OTHER	11,607,417.00	0.00	0.00	11,607,417.00		0.00	0.00	11,607,417.00	0%	
TOTAL PROJECT SOURCES	_ * 21,607,417.00	0.00	0.00	21,807,417.00	0.00	0.00	3**	21,607,417.00	_: 0%	1,640,038.00
LICE/POLIDOE VEDICIOATIONS.	OK	UK	OK	OK	OΚ	OK	ΟK	OK		UΚ

2020606027 Page: 25 of 31

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EXHIBIT C PLANS AND SPECIFICATIONS

COOK COUNTY RECORDER OF DEEDS COOK COUNTY CORDER OF DEED

COOK COUNTY RECORDER OF DEEDS

COOK COUNTY RECORDER OF DEEDS

2020606027 Page: 26 of 31

UNOFFICIAL COP

TABLE OF PLANS AND SPECIFICATIONS

SHEET # SHEET TITLE		
	: 311LLI#	SHEET IIILE

GENERAL

	G0.00	COVER SHEET
	G0.01	SHEET INDEX, ABBREVIATIONS AND
	· .	SYMBOLS
	G0.02	GENERAL NOTES
	G0.03	LIFE SAFETY DIAGRAMS
	G0.04	CODE MATRIX
	G0.05	IHDA CHECKLISTS
	G0.06	ACCESSIBILITY DETAILS
	G0.07	ACCESSIBILITY MATRIX
O _A	G0.08	ACCESSIBILITY CODE REFERENCES
10	G0.09	ACCESSIBILITY CODE REFERENCES
(V)	G0.10 :	PLAT OF SURVEY (FOR REFERENCE ONLY)
	en ai	
	SIVIL	
	CP. 10	EXISTING CONDITIONS PLAN
	Cu.2 <i>u</i>	GENERAL NOTES
	C1.00	SITE DEMOLITION PLAN

CP. 10	EXISTING CONDITIONS PLAN
Ct.23	GENERAL NOTES
C1.00	SITE DEMOLITION PLAN
C2.00	SITE DIMENSION PLAN
C3.00	SITE GRADING PLAN
C3.10	ETF. CRADING DETAILS
C3.20	ERGS ON CONTROL PLAN;
C4.00	SITE UTIL MY FIAN
C4.10	SITE UTILITY PROFILES
C5.00	SITE DETAILS
C5.10	SITE DETAILS
C5.20	SITE UTILITY DETAILS
C5.30	WATER UTILITY DETAILS
C5.40	CDOT DETAILS
C5.50	CDOT GENERAL NOTES - IDOT ANE CLOSURES
C5.60	TANK DETAILS
C6.00	OPERATION AND MAINTENANCE PLAN

LANDSCAPE

	CLOSURES	
C5.60	TANK DETAILS	
C6.00	OPERATION AND MAINTENANCE PLAN	
LANDSCAPE		5
L1.00	OVERALL LANDSCAPE PLAN	
L1.01	FENCE LAYOUT PLAN	
L2.00	LANDSCAPE DETAILS	
L2.01	SITE FURNISHING DETAILS	
12.02	FENCING DETAILS	
L2.03:	ORNAMENTAL SECURITY GATE	
L3.00	GAZEBO DETAILS.	

2020606027 Page: 27 of 31

UNOFFICIAL COPY

TABLE OF PLANS AND SPECIFICATIONS

SHEET#	SHEET TITLE

ARCHITECTURE

74101111011	
A1.00	SITE PLAN
A1.01	FIRST FLOOR PLAN
A1.02	SECOND FLOOR PLAN
A1.03	THIRD FLOOR PLAN
A1.04	FOURTH FLOOR PLAN
A1.05	FIFTH FLOOR PLAN
A1.06	ROOF PLAN
A1.31	FIRST FLOOR REFLECTED CEILING PLAN
A1.32 .	SECOND FLOOR REFLECTED CEILING PLAN
F 1.33	THIRD FLOOR REFLECTED CEILING PLAN
A1.34	FOURTH FLOOR REFLECTED CEILING PLAN
A1.35	FIFTH FLOOR REFLECTED CEILING PLAN
A2.01	EXTERIOR ELEVATIONS
A2.02	E) TERIOR ELEVATIONS
A2.03	ET TE RICK ELEVATIONS
A2.04	EXTER OR ELEVATIONS
A3.01	BUILDING SEC TONS
A3.02	WALL SECTIONS
A4.01	ENLARGED PLANS 8. FLEV - TRASH ENCLOSURE
A4.02	ENLARGED PLANS & ELEY - COMMON AREAS
A4.03	ENLARGED PLANS & ELEV - COMMON AREAS
A4.04	ENLARGED PLANS & ELEV - COMMON AREAS
A4.05	ENLARGED PLANS & ELEV - TYPICAL STUDIO UNITS.
A4.08	ENLARGED PLANS & ELEV - TYPICAL STUDIO UNITS ENLARGED PLANS & ELEV - SW CORNER UNITS ENLARGED PLANS & ELEV - BATHROOM &
A4.07	ENLARGED PLANS & ELEV - BATHROOM & KITCHENS
A5.01	DETAILS
A5.02	DETAILS
A5.03	PLAN DETAILS
A5.04	WINDOWS & STOREFRONTS DETAILS
A6.01	PARTITION WALL SCHEDULE
A6.02	EXTERIOR PARTITION WALL SCHEDULE
A6.03	WINDOW SCHEDULE
A6.04	DOOR SCHEDULE
A6.05	FINISH SCHEDULE
A6.06	SIGNAGE SCHEDULE
A7.01	STAIR PLANS & SECTION - EAST STAIRS
A7.02	STAIR PLANS & SECTION - WEST STAIRS
A7.03	ELEVATOR PLAN & SECTION

2020606027 Page: 28 of 31

UNOFFICIAL COPY

TABLE OF PLANS AND SPECIFICATIONS

SHEET#	SHEET TITLE

STRUCTURAL

, !	S001	GENERAL NOTES
	S002	GENERAL NOTES

S000	SCHEDULES
S004	DIAPHRAGM BLOCKING PLAN
S010.0	PIER PLAN
S100	FOUNDATION PLAN
S101	LEVEL 1 FRAMING PLAN
5102	LEVEL 2 FRAMING PLAN
S(18)	LEVEL 3 FRAMING PLAN
S104 0 x	LEVEL 4 FRAMING PLAN
S105	LEVEL 5 FRAMING PLAN
S106	FOOF LEVEL FRAMING PLAN
S500	FCA'NDATION DETAILS
S501	FOUNCE TION DETAILS
S502	FOUNDATION DITAILS
\$510	STEEL DETAILS
S511;	CMU DETAILS
S520	SHEER WALL DETAILS
S521	GENERAL COLD FORM DETAILS
\$522	GENERAL COLD FORM FRAMING DETAILS
S523	GENERAL COLD FORM FRAMING DETAILS
S524.	GENERAL COLD FORM FRAMING DETAILS
S525	COLD FORM FRAMING DEAILS
	S
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2020606027 Page: 29 of 31

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TABLE OF PLANS AND SPECIFICATIONS

AURET # CURET TITLE	
SHEET # SHEET TITLE	

MECHANICAL

	M0.00	MECHANICAL NOTES, SYMBOLS AND ABBREVIATIONS	
	M1.01	FIRST FLOOR HVAC PLAN	
	M1.02	SECOND FLOOR HVAC PLAN	
	M1.03	THIRD FLOOR HVAC PLAN	
	M1.04	FOURTH FLOOR HVAC PLAN	
	M1.05	FIFTH FLOOR HVAC PLAN	
0000	M1.06	ROOF HVAC PLAN	
0	M2.01	FIRST FLOOR HYDRONIC PIPING PLAN	
	67.02	SECOND FLOOR HYDRONIC PIPING PLAN	
	1.i2.03	THIRD FLOOR HYDRONIC PIPING PLAN	
	M2.0.	FOURTH FLOOR HYDRONIC PIPING PLAN	
	M2.05	TIFTH FLOOR HYDRONIC PIPING PLAN	
	M2.06	ROOF HYDRONIC PIPING PLAN	
	M5.01	MFCH WICAL DETAILS	•
	M5.02	MECHA VICAL DETAILS	
	M5.03	MECHANIC AL DETAILS	•
	M6.00	HVAC SCHEDULE!	
	M6.01	HVAC SCHEDULES	
	M6.02	HVAC SCHEDULES	
	M6.03	HVAC SCHEDULES	
	M6.04	HVAC SCHEDULES	
	M6.05	HVAC SCHEDULES	
	M7.01	HYDRONIC & GAS RISER DIAGRAMS	•
	M7.02	MECHANICAL RISER DIAGRAMS	0
	M8.01	TEMPERATURE CONTROL	
	MB.02	TEMPERATURE CONTROL	Visc.
	M8.03	TEMPERATURE CONTROL	
			Office

2020606027 Page: 30 of 31

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TABLE OF PLANS AND SPECIFICATIONS

CHEET#	SHEET TITLE
SHEET#	3112C1_111 EE

ELECTRICAL

ECEO I I II OF 16		
E0.00	ELECTRICAL NOTES, SYMBOLS AND ABBREVIATIONS	
E1.01	ELECTRICAL SITE PLAN	
E201	FIRST FLOOR LIGHTING PLAN	
E2.02	SECOND FLOOR LIGHTING PLAN	
E3.01	FIRST FLOOR POWER PLAN	
E3.02	SECOND FLOOR POWER PLAN	
E3.05	FIFTH FLOOR POWER PLAN	
E3.06	ROOF POWER PLAN	
F.4.01	FIRST FLOOR SYSTEMS PLAN	
£4.02	SECOND FLOOR SYSTEMS PLAN	
E6.01	ELECTRICAL DETAILS	
E6.02	ELECTRICAL DETAILS	
E8.00	LIGHTING SCHEDULE	
E8.01	EQUIPMENT SCHEDULE	
E8.02	PANEL SCHEDULE	
E9.01	ELECTRICAL D AGRAMS	
E9.02	ELECTRICAL DIAGRAMS	
	ELECTRICAL (JAC)RAMS	

2020606027 Page: 31 of 31

UNOFFICIAL COPY

TABLE OF PLANS AND SPECIFICATIONS

A11888 //	
SHEET#	SHEET TITLE

PLUMBING

PLUMBING NOTES, SYMBOLS, ABBREVIATIONS
UNDERGROUND PLUMBING PLAN
FIRST FLOOR PLUMBING PLAN
2ND, 3RD & 5TH FLOOR PLUMBING PLAN
FOURTH FLOOR PLUMBING PLAN
ROOF PLUMBING PLAN
ENLARGED PLANS
PLUMBING DETAILS
PLUMBING DETAILS
PLUMBING SCHEDULES
PLUMBING SCHEDULES
SANITARY WASTE & VENT RISER DIAGRAM
SA JUTARY WASTE & VENT RISER DIAGRAM
SANTAKY WASTE & VENT RISER DIAGRAM
DOMESTIC MATER RISER DIAGRAM
DOMESTIC WAVER RISER DIAGRAM
DOMESTIC W/ (E T RISER DIAGRAM).
DOMESTIC WATER PISER DIAGRAM
DOMESTIC WATER KISEP DIAGRAM.
GREASE WASTE AND VENT PISER DIAGRAM
STORM RISER DIAGRAM

FIRE PROTECTION

	DIAGRAM	
P9.31	STORM RISER DIAGRAM	
FIRE PROTEC	TION	
F0. 00	FIRE PROTECTION NOTES, SYMBOLS, ABBREVIATIONS	
F1.01	FIRST FLOOR FIRE PROTECTION PLAN	() _~
F1.02	SECOND FLOOR FIRE PROTECTION PLAN	//:
F1.03	THIRD FLOOR FIRE PROTECTION PLAN	10
F1.04	FOURTH FLOOR FIRE PROTECTION PLAN	0
F1.05	FIFTH FLOOR FIRE PROTECTION PLAN	
F5.01	FIRE PROTECTION SCHEMATIC RISER DIAGRAMS	
F5. 0 2	FIRE PROTECTION DETAILS	