



THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO: Shellye A. Taylor Illinois Housing Development Authority 111 E. Wacker Drive, Suite 1000 Chicago, Illinois 60601 Permanent Tax Index Identification No.: See Exhibit A

Property Address: See Exhibit A

PID # 11456



Doc# Fee \$2.00

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/31/2020 01:59 PM PG: 0

Doc# 2021306138 Fee \$83.00

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

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/31/2020 01:58 PM PG: 1 OF 17

USE AGREEMENT

For Projects Assisted Under the Section 811 Project Rental Assistance Program

This Agreement entered into this 17 day of March, 2020 by and between WARREN ASHLAND, LP, an Illinois limited partnership (herein called "Owner") and the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended from time to time (herein called "Grantee"),

40035621

Witnesseth:

WHEREAS, HUD is directed, pursuant to Section 811 of the Cranston-Gonzalez National Affordable Housing Act (NAHA), as amended by the Frank Melville Supportive Housing Investment Act of 2010, Public Law 111 - 374, to establish the Section 811 Project Rental Assistance Program ("PRA Program") to provide project-based rental assistance to persons with disabilities at eligible multifamily projects; and

WHEREAS, in consideration of the Grantee promises to provide HUD funding to Owner, for the property known as WARREN APARTMENTS, located in Chicago, Illinois, more particularly described in the RAC or in a separate development legal description attached as an Exhibit to this Use Agreement, in accordance with HUD requirements related to the PRA Program, or any successor program, Owner agrees to implement this Use Agreement.

NOW THEREFORE, the parties agree as follows:

S N P 17 S 4-2 M SC E INT A

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Owner, for itself, its successors and assigns, covenants with the Grantee that the Owner will operate a predetermined number of Assisted Units in the Owner's project in accordance with the Section 811 Project Rental Assistance Program, Rental Assistance Contract (RAC), and HUD PRA Program requirements, including but not limited to any applicable HUD regulatory, administrative, and contractual requirements, for not less than the thirty years from the date of the Use Agreement. Accordingly, this Use Agreement shall remain in effect until the earlier of March 31, 2050 ~~2049~~ or until such time as the number of Assisted Units in the RAC has been reduced to zero as approve by the grantee.

Subject to the availability of appropriations and so long as Owner is in compliance with all HUD requirements, including but not limited to this Use Agreement, the Grantee shall provide to the Owner Rental Assistance Payments for units assisted by Section 811 of NAHA (Assisted Units). If Congress fails to appropriate funds adequate to meet the financial needs of the Assisted Units, HUD will not require the Grantee to enforce the Use Agreement covered under a RAC. Under such a circumstance, HUD will allow Grantee to continue to enforce or terminate the Use Agreement at the Grantee's discretion.

In the event of a breach or a threatened breach of any of the above covenants and agreements by the Owner, Grantee or HUD shall be entitled to institute legal action to enforce performance and observance of such covenants and agreements and to enjoin any acts which violate such covenants and agreements. HUD may also seek an award of damages and/or other relief as may be appropriate.

Owner, for itself, its successors and assigns, hereby agrees and acknowledges that this Use Agreement shall be recorded in the appropriate land records.

With respect to the eligibility requirements for the Assisted Units, Owner will comply with the RAC. Owner will comply with all other PRA Program, or successor program requirements as promulgated by HUD, as appropriate.

With respect to Assisted Units, Owner will comply with the provisions of any Federal, State or local law prohibiting discrimination in housing on the grounds of race, color, religion or creed, sex, handicap, familial status or national origin, including the Fair Housing Act of 1968, as amended.

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The rent charged for Assisted Units shall not exceed the upper limit of the range shown for such type of unit on a rental schedule approved in writing by Grantee, and shall include the reasonable use of all utilities shown on the rental schedule. Notwithstanding any other provision of this Agreement, adjustments after Contract execution shall not result in higher rents charged for Assisted Units as compared to the non-Assisted Units, as determined by Grantee.

Any requests for rent adjustments to the Grantee by the Owner shall be consistent with the requirements of the Rental Assistance Contract and all other PRA Program or successor program requirements.

Owner shall maintain the premises and equipment, appurtenant thereto, in good repair, safe and sanitary condition consistent with HUD requirements.

The books and accounts of the operations of the property shall be kept in accordance with the relevant HUD requirements related to the PRA Program, or any successor program.

Owner further covenants and agrees that if Owner conveys title to the project prior to the Use Agreement's expiration, Owner will prior to transfer of title: (1) confirm the purchaser has been approved by Grantee, the Grantee will ensure the purchaser will operate the project in such a way that it will remain an "Eligible Project" pursuant to 42 U.S.C 8013(b)(3)(C) and (2) require the purchaser to assume the obligations of this Use Agreement and the Rental Assistance Contract.

Owner shall provide to Grantee or HUD promptly following receipt of a written request from HUD, copies of all business or any other documents regarding the Housing Project, so that Grantee or HUD may evaluate Owner's compliance with the terms of this Agreement. In addition, Owner shall permit Grantee or HUD following notice from Grantee or HUD, to examine the originals of all such documents, at the Project's office during regular business hours.

Owner must certify annually by March 31 of each year (insert date within 30 calendar days of the anniversary date of this Agreement or insert date that will align with other program reporting requirements), to the Grantee that it is operating the Project in compliance with this Agreement and, more specifically, that all Assisted

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Units and non-Assisted Units , as well as the physical structure of the project as a whole, for example grounds and equipment, comply with all applicable codes and requirements of this Agreement or that a remedial program to correct any existing deficiencies has been implemented.

Should any of the above covenants be held invalid in whole or in part, it shall not affect or invalidate the balance of such covenant or any other covenants.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

In witness whereof, the parties hereto have caused these presents to be executed on their behalf and their seals affixed the day and year written below.

Property of Cook County Clerk's Office
COOK COUNTY
RECORDER OF DEEDS

UNOFFICIAL COPY

OWNER:

WARREN ASHLAND, LP
an Illinois limited partnership

By: Warren Ashland GP, LLC
an Illinois limited liability company
its general partner

By: Heartland Housing, Inc.
an Illinois not-for-profit corporation
Its sole member

By: 
Name: Michael Goldberg
Title: Executive Director

GRANTEE:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____

Printed Name: _____

Its: _____

Property of Cook County Clerk's Office

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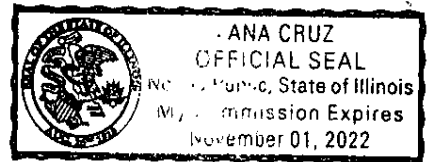
STATE OF ILLINOIS) SS:
COUNTY OF COOK)

On this 11 day of March, 2020, before me Ara Cruz, a Notary Public in and for the City and County of Cook, Illinois appeared Michael Goldberg to me personally known and known to me to be the Executive Director of Heartland Housing, Inc., the sole member of Warren Ashland GP, LLC, an Illinois limited liability company (the "General Partner"), which is the general partner of Warren Ashland, LP, an Illinois limited partnership (the "Owner"), and the person who executed the aforesaid instrument bearing the date of _____, 20____, and acknowledged that he executed the aforesaid instrument for and on behalf of the said Owner in his capacity as Executive Director of the sole member of the General Partner of said Owner for the purposes herein.

Ara Cruz
NOTARY PUBLIC

My Commission Expires: 11-1-2022

STATE OF ILLINOIS) SS:
COUNTY OF COOK)



On this _____ day of _____, 2020, before me _____, a Notary Public in and for the City and County of _____, _____, appeared _____ to me personally known and known to me to be the duly Authorized Agent of the Grantee, and the person who executed the aforesaid instrument bearing the date of _____, 20____, and acknowledged that he executed the aforesaid instrument for and on behalf of the said Grantee for the purposes herein.

NOTARY PUBLIC

My Commission Expires: _____

UNOFFICIAL COPY

OWNER:

WARREN ASHLAND, LP

an Illinois limited partnership

By: Warren Ashland GP, LLC
an Illinois limited liability company
its general partner

By: Heartland Housing, Inc.
an Illinois not-for-profit corporation
Its sole member

By: _____
Name: Michael Goldberg
Title: Executive Director

GRANTEE:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By:  _____

Printed Name: Maureen G. Ohle

Its: GENERAL COUNSEL

COOK COUNTY
ORDER OF DEEDS

Property of Cook County Clerk's Office

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STATE OF ILLINOIS) SS:
COUNTY OF COOK)

On this _____ day of _____, 2020, before me _____, a Notary Public in and for the City and County of Cook, Illinois appeared Michael Goldberg to me personally known and known to me to be the Executive Director of Heartland Housing, Inc., the sole member of Warren Ashland GP, LLC, an Illinois limited liability company (the "General Partner"), which is the general partner of Warren Ashland, LP, an Illinois limited partnership (the "Owner"), and the person who executed the aforesaid instrument bearing the date of _____, 20____, and acknowledged that he executed the aforesaid instrument for and on behalf of the said Owner in his capacity as Executive Director of the sole member of the General Partner of said Owner for the purposes herein.

NOTARY PUBLIC

My Commission Expires: _____

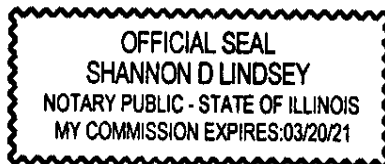
STATE OF ILLINOIS) SS:
COUNTY OF COOK)

On this 6th day of MARCH, 2020, before me SHANNON D. LINDSEY, a Notary Public in and for the City and County of COOK, appeared Maurcen G. Ohle to me personally known and known to me to be the duly Authorized Agent of the Grantee, and the person who executed the aforesaid instrument bearing the date of MARCH 6th, 2020, and acknowledged that he executed the aforesaid instrument for and on behalf of the said Grantee for the purposes herein.

Shannon D. Lindsey

NOTARY PUBLIC

My Commission Expires: 03/20/2021



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EXHIBIT A LEGAL DESCRIPTION

See attached

COOK COUNTY
RECORDER OF DEEDS
Property of Cook

COOK COUNTY
RECORDER OF DEEDS
COOK COUNTY
RECORDER OF DEEDS

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RECORDER OF DEEDS

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RECORDER OF DEEDS
Cook County's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 2 (EXCEPT THAT PART THEREOF TAKEN FOR WIDENING ASHLAND AVENUE) AND ALL OF LOTS 3, 4 AND 5 IN LAFLIN AND MATHER'S SUBDIVISION OF THE NORTH PART OF BLOCK "D" IN THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOMETIMES CALLED BLOCK "D" IN WRIGHT'S ADDITION TO CHICAGO AND BEING IN THE SOUTH PART OF LOT 4 IN THE CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8 AFORESAID IN COOK COUNTY, ILLINOIS.

For informational purposes only:

Commonly known as 1535 West Warren Avenue, Chicago, IL 60607;

PIN No. 17-08-332-001, 17-08-332-002, 17-08-332-003 and 17-08-332-004.

PARCEL 2:

THAT PART OF LOT 4 IN CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING THE INTERSECTION OF THE EAST LINE OF N. ASHLAND AVENUE AS WIDENED, BEING A LINE 67.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, WITH THE NORTH LINE OF W. MADISON STREET AS OCCUPIED, BEING A LINE 40.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE NORTH 01 DEGREES 41 MINUTES 34 SECONDS WEST ALONG SAID EAST LINE OF N. ASHLAND AVENUE AS WIDENED, A DISTANCE OF 126.00 FEET TO THE SOUTH LINE OF THE 14.00 FOOT WIDE PUBLIC ALLEY; THENCE NORTH 88 DEGREES 25 MINUTES 28 SECONDS EAST ALONG SAID SOUTH LINE OF THE 14.00 FOOT WIDE PUBLIC ALLEY, A DISTANCE OF 33.00 FEET; THENCE SOUTH 01 DEGREES 41 MINUTES 34 SECONDS EAST PARALLEL WITH SAID EAST LINE OF N. ASHLAND AVENUE AS WIDENED, A DISTANCE OF 126.00 FEET TO SAID NORTH LINE OF W. MADISON STREET AS OCCUPIED; THENCE SOUTH 88 DEGREES 25 MINUTES 28 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 4 IN CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE

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INTERSECTION OF THE EAST LINE OF N. ASHLAND AVENUE AS WIDENED, BEING A LINE 67.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, WITH THE NORTH LINE OF W. MADISON STREET AS OCCUPIED, BEING A LINE 40.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE NORTH 88 DEGREES 25 MINUTES 28 SECONDS EAST ALONG SAID NORTH LINE OF MADISON STREET AS OCCUPIED, A DISTANCE OF 33.00 FEET TO A POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 01 DEGREES 41 MINUTES 34 SECONDS WEST PARALLEL WITH SAID EAST LINE OF N. ASHLAND AVENUE AS WIDENED, A DISTANCE OF 126.00 FEET TO THE SOUTH LINE OF THE 14.00 FOOT WIDE PUBLIC ALLEY; THENCE NORTH 88 DEGREES 25 MINUTES 28 SECONDS EAST ALONG SAID SOUTH LINE OF THE 14.00 FOOT WIDE PUBLIC ALLEY, A DISTANCE OF 50.00 FEET; THENCE SOUTH 01 DEGREES 41 MINUTES 34 SECONDS EAST PARALLEL WITH SAID EAST LINE OF N. ASHLAND AVENUE AS WIDENED, A DISTANCE OF 126.00 FEET TO SAID NORTH LINE OF W. MADISON STREET AS OCCUPIED; THENCE SOUTH 88 DEGREES 25 MINUTES 28 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

For informational purposes only:

Parcels 2 and 3 above are commonly known as 3 N. Ashland Avenue and 11 N. Ashland Avenue, Chicago, IL 60607;

PIN No. 17-08-332-008, 17-08-332-011 and 17-08-332-012.

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EXHIBIT B CONSENT OF MORTGAGEES

See attached

Property of Cook County Clerk's Office
COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY⁸
RECORDER OF DEEDS

UNOFFICIAL COPY

CONSENT OF MORTGAGEE

THE CITY OF CHICAGO, ILLINOIS, WHICH IS (1) THE HOLDER OF A MORTGAGE NOTE SECURED BY A JUNIOR MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT DATED APRIL 22, 2019 AND RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON APRIL 23, 2019 AS DOCUMENT NUMBER 1911334088 AND AN ASSIGNMENT OF RENTS AND LEASES DATED APRIL 22, 2019 AND RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON APRIL 23, 2019 AS DOCUMENT NUMBER 1911334089, AND (2) A PARTY TO THE HOME PROGRAM REGULATORY AGREEMENT DATED APRIL 22, 2019 AND RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON APRIL 23, 2019 AS DOCUMENT NUMBER 1911334085, EACH AS MODIFIED FROM TIME TO TIME, ON THE PROPERTY DESCRIBED HEREIN, HEREBY CONSENTS TO THE FORTHCOMING EXECUTION AND RECORDING OF THE ATTACHED USE AGREEMENT BETWEEN WARREN ASHLAND, LP AND THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY.

DATED THIS 25th DAY OF February 2020.

CITY OF CHICAGO, ILLINOIS, ACTING BY AND THROUGH ITS DEPARTMENT OF HOUSING

BY: *Marisa Novara*
MARISA NOVARA, COMMISSIONER

MORTGAGEE'S NOTARY CERTIFICATE

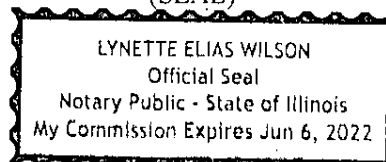
STATE OF ILLINOIS)
) SS
COUNTY OF COOK).

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT MARISA NOVARA, PERSONALLY KNOWN TO ME TO BE THE COMMISSIONER OF THE DEPARTMENT OF HOUSING OF THE CITY OF CHICAGO, ILLINOIS (THE "CITY") 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 SUCH COMMISSIONER, SHE SIGNED AND DELIVERED THE SAID INSTRUMENT PURSUANT TO AUTHORITY, AS HER FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CITY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 25th DAY OF February 2020.

Lynette Elias Wilson
NOTARY PUBLIC

(SEAL)



UNOFFICIAL COPY

CONSENT OF MORTGAGEE

CINNAIRE LENDING CORPORATION, THE COLLATERAL ASSIGNEE OF THE PROMISSORY NOTE (AHP LOAN) BY WARREN ASHLAND, LP IN FAVOR OF HEARTLAND HOUSING, INC., WHICH IS SECURED BY A JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (AHP LOAN) BY WARREN ASHLAND, LP IN FAVOR OF HEARTLAND HOUSING, INC. DATED APRIL 22, 2019 AND RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON APRIL 23, 2019 AS DOCUMENT NUMBER 1911334095, EACH AS ASSIGNED PURSUANT TO THE COLLATERAL ASSIGNMENT OF PROMISSORY NOTE (AHP LOAN) AND JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (AHP LOAN) BETWEEN HEARTLAND HOUSING, INC. AND CINNAIRE LENDING CORPORATION, EACH AS MAY BE MODIFIED FROM TIME TO TIME, ON THE PROPERTY DESCRIBED HEREIN HEREBY CONSENTS TO THE FORTHCOMING EXECUTION AND RECORDING OF THE ATTACHED USE AGREEMENT BETWEEN WARREN ASHLAND, LP AND THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY.

DATED THIS 13th DAY OF February 2020.

CINNAIRE LENDING CORPORATION

BY: Christopher C. Cox
NAME: Christopher C. Cox
TITLE: Chief Financial Officer

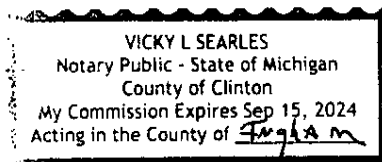
MORTGAGEE'S NOTARY CERTIFICATE

STATE OF Michigan)
) SS
COUNTY OF Ingham)

THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT Christopher C. Cox, THE CFU OF CINNAIRE LENDING CORPORATION ("ASSIGNEE"), 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 THE EXECUTION OF THIS INSTRUMENT IN HER/HIS CAPACITY AS CFU OF ASSIGNEE, AS HER/HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF ASSIGNEE FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 13th DAY OF February, 2020.

Vicky L. Seales
Notary Public



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CONSENT OF MORTGAGEE

BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION, HOLDER OF A PROMISSORY NOTE SECURED BY A CONSTRUCTION MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, DATED APRIL 22, 2019 AND RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON APRIL 23, 2019 AS DOCUMENT NUMBER 1911334086, EACH AS MODIFIED FROM TIME TO TIME, ON THE PROPERTY DESCRIBED HEREIN, HEREBY CONSENTS TO THE FORTHCOMING EXECUTION AND RECORDING OF THE ATTACHED USE AGREEMENT BETWEEN WARREN ASHLAND, LP AND THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY.

DATED THIS 18th DAY OF February, 2020.

BANK OF AMERICA, N.A.

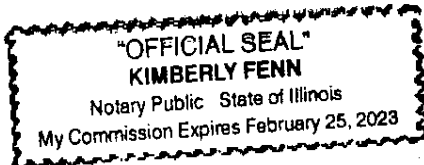
By: Stephanie A. Mack
Name: Stephanie Mack
Its: Vice President

MORTGAGEE'S NOTARY CERTIFICATE

STATE OF Illinois)
) SS
COUNTY OF COOK)

I, KIMBERLY FENN, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT STEPHANIE MACK, VP (TITLE) OF BANK OF AMERICA 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 THE EXECUTION OF THIS INSTRUMENT IN HIS/HER CAPACITY AS VP OF BANK OF AMERICA, N.A., AS HIS/HER FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF BANK OF AMERICA, N.A. FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 18 DAY OF FEBRUARY, 2020.



Kimberly Fenn
Notary

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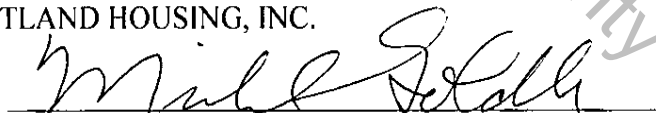
CONSENT OF MORTGAGEE

HEARTLAND HOUSING, INC., HOLDER OF (1) A SELLER FINANCING PROMISSORY NOTE SECURED BY A JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (SELLER FINANCING) DATED APRIL 22, 2019 AND RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON APRIL 23, 2019 AS DOCUMENT NUMBER 19111334093, (2) A PROMISSORY NOTE (HEARTLAND DTC/COMED LOAN) SECURED BY A JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (HEARTLAND DTC/COMED LOAN) DATED APRIL 22, 2019 AND RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON APRIL 23, 2019 AS DOCUMENT NUMBER 1911334092, (3) A PROMISSORY NOTE (HEARTLAND DONATION LOAN) SECURED BY A JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (HEARTLAND DONATION LOAN) DATED APRIL 22, 2019 AND RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON APRIL 23, 2019 AS DOCUMENT NUMBER 19111334091, AND (4) A PROMISSORY NOTE (AHP LOAN) SECURED BY A JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (AHP LOAN) DATED APRIL 22, 2019 AND RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON APRIL 23, 2019 AS DOCUMENT NUMBER 1911334095, EACH AS MODIFIED FROM TIME TO TIME, ON THE PROPERTY DESCRIBED HEREIN HEREBY CONSENTS TO THE FORTHCOMING EXECUTION AND RECORDING OF THE ATTACHED USE AGREEMENT BETWEEN WARREN ASHLAND, LP AND THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY.

DATED THIS 14 DAY OF February, 2020.

HEARTLAND HOUSING, INC.

BY:


MICHAEL GOLDBERG, EXECUTIVE DIRECTOR

Cook County Clerk's Office

UNOFFICIAL COPY

MORTGAGEE'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT MICHAEL GOLDBERG, EXECUTIVE DIRECTOR OF HEARTLAND HOUSING, INC., 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 THE EXECUTION OF THIS INSTRUMENT IN HIS CAPACITY AS EXECUTIVE DIRECTOR OF HEARTLAND HOUSING, INC., AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF HEARTLAND HOUSING, INC. FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 14 DAY OF February, 2020.

[Handwritten Signature]

 Notary Public



Property of Cook County Clerk's Office