

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED  
BY AND AFTER RECORDING RETURN  
TO: Arieh Flemenbaum  
Illinois Housing Development Authority  
111 East Wacker Drive, Ste 1000  
Chicago, Illinois 60601



Doc# 2023713108 Fee #88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/24/2020 12:48 PM PG: 1 OF 16

Permanent Index Tax  
Identification No(s):  
See Attached Exhibit A

Property Address:  
See Attached Exhibit A

HTF-11865

## SUBORDINATION AGREEMENT

**THIS SUBORDINATION AGREEMENT** (this "Agreement") is made as of this 17th day of July, 2020, between the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, a body politic and corporate of the State of Illinois (the "Senior Lender") established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the "Act"), having its principal office at 111 E. Wacker Drive, Suite 1000, Chicago, Illinois, and the **CHICAGO LOW INCOME HOUSING TRUST FUND**, an Illinois not-for-profit corporation (the "Subordinated Lender") having its principal office at 77 West Washington Street, Chicago IL 60601.

41041466 (22)

### RECITALS

A. The Senior Lender is the owner and holder of a certain Mortgage Note (the "Senior Note") an even date herewith in the original principal amount of One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00) made by CASA VERAZCRUZ, LLC, an Illinois limited liability company (the "Borrower") payable to the order of the Senior Lender. The Senior Note is (i) secured by a certain Junior Mortgage and Security Agreement (the "Senior Mortgage") made by the Borrower in favor of the Senior Lender dated an even herewith and recorded with the Recorder of Deeds of Cook County (the "Recorder's Office") contemporaneously herewith, encumbering that certain property (the "Real Estate") commonly known as Casa Sor Juana, as legally described on **Exhibit A** attached to and made a part of this Agreement (the Real Estate along with the improvements constructed thereupon are referred to in this Agreement as the "Development"); (ii) governed by a certain Regulatory and Land Use Restriction Agreement dated an even date herewith and recorded in the Recorder's Office contemporaneously herewith; and (iii) evidenced, secured and governed by certain other loan documents (the "Other Documents") executed in connection therewith. The Senior Note, Senior Mortgage and the Other Documents are collectively referred to in this Agreement as the "Senior Loan Documents."

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**B.** The Subordinated Lender is the owner and holder of a certain Note (the "Subordinated Note") originally made by The Resurrection Project, an Illinois not-for-profit corporation ("Assignor") in favor of Subordinate Lender, dated August 6, 2009, in the original principal amount of four hundred thousand and No/100 Dollars (\$400,000). The Subordinated Note is evidenced, secured and governed by (i) a certain Junior Mortgage, Security Agreement and Financing Statement (the "Junior Mortgage") originally made by Assignor in favor of Subordinated Lender, dated August 6, 2009 and recorded in the Recorder's Office on August 10, 2009, as Document No. 0922231118; (ii) a certain Loan Agreement (the "Subordinated Loan Agreement") originally made by and between Assignor and the Trust Fund, dated August 6, 2009, and (iii) a certain Regulatory Agreement (the "Trust Fund Regulatory Agreement") originally made by and between Assignor and the Trust Fund, dated August 6, 2009 and recorded in the Recorder's Office on August 10, 2009, as Document No. 0922231119. The Subordinated Mortgage, the Subordinated Note, the Subordinated Loan Agreement and all other documents evidencing, securing and governing the Subordinated Note *except, specifically, the Trust Fund Regulatory Agreement* are hereinafter collectively referred to as the "Subordinated Loan Documents."

**C.** As of the date hereof, the Trust Fund Regulatory Agreement and the Subordinated Mortgage, but not the Subordinated Note or the Subordinated Loan Agreement, have been assigned from Assignor to Borrower. Assignor is the Manager of the Borrower and has a financial interest in the Development and its refinancing by the Borrower with the Senior Lender.

**D.** All obligations of the Borrower to the Senior Lender now existing or hereafter arising, due or to become due, under the Senior Note and the Senior Loan Documents are referred to in this Agreement as the "Senior Liabilities"; all obligations of the Borrower and/or Assignor, respectively, to the Subordinated Lender now existing or hereafter arising, due or to become due, under the Subordinated Loan Documents are referred to in this Agreement as the "Subordinated Liabilities."

**E.** The Senior Lender has agreed to make the loan evidenced by the Senior Note on the condition that Subordinated Lender enters into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing Recitals and as an inducement to the Senior Lender to make the loan evidenced by the Senior Note, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto represent, warrant and agree as follows:

**1. Subordinated Loan Documents.** The Subordinated Loan Documents are described in **Recital B** above.

**2. Subordination of Liens.** The Subordinated Lender agrees that the Subordinated Liabilities are and shall be subordinate to the Senior Liabilities and that the liens and security interests created by the Subordinated Loan Documents are and shall be subordinate to the liens and security interests created by the Senior Loan Documents and to any and all amendments,

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modifications, extensions, replacements or renewals of the Senior Loan Documents, and to any and all advances heretofore made or hereafter to be made under the Senior Loan Documents pursuant to their terms.

**3. Subordination of Payment.** Until such time as the date on which the Senior Liabilities have been paid in full, without the express written consent of Senior Lender, the payment of the Subordinated Liabilities shall be postponed and subordinated to the payment of all of the Senior Liabilities, and the Subordinated Lender shall accept no payments or other distributions whatsoever (including without limitation distributions of casualty insurance or condemnation proceeds) on account of the Subordinated Liabilities, nor shall any property or assets of the Borrower be applied to the purchase or acquisition or retirement of any Subordinated Liabilities. Notwithstanding the foregoing, so long as no copy of any notice of default under any Senior Loan Document has been provided to Subordinated Lender by Senior Lender (except any such notice of default which has subsequently been waived in writing by the party giving such notice), then Subordinated Lender may retain, and Borrower may make, regularly scheduled payments to Subordinated Lender (but not prepayments) as provided in the Subordinated Loan Documents; however, no such payment to Subordinated Lender shall be permitted so long as the Subordinated Lender is then in default in the performance of any of its obligations under this Agreement. Notwithstanding anything herein or in the Subordinated Loan Documents to the contrary, the Subordinated Note shall not be declared due and payable prior to the maturity of the Senior Note. Any payment due to Subordinated Lender in connection with the maturity of the Subordinated Note shall not be paid to Subordinated Lender prior to the Maturity Date of the Senior Note without the express, prior, written consent of Senior Lender.

**4. Holding of Payments.** If the Subordinated Lender receives any payment or other distribution of any kind or character from the Borrower or from any other source whatsoever in respect to any of the Subordinated Liabilities, other than as expressly permitted by the terms of this Agreement, such payment or other distribution shall be received and held by the Subordinated Lender for the benefit of Senior Lender and promptly turned over by the Subordinated Lender to the Senior Lender (unless another lender asserts a claim superior in priority to Senior Lender's claim upon such funds). The Subordinated Lender shall execute such further documents or instruments and take such further action as Senior Lender may reasonably require from time to time to carry out the intent of this Agreement.

Notwithstanding anything herein to the contrary, Subordinated Lender shall not at any time, now or in the future, be considered a fiduciary of Senior Lender due to the holding of any funds for the benefit of, or 'in trust' for, Senior Lender. Subordinated Lender shall make all reasonable efforts to ensure that any such funds received by Subordinated Lender are turned over to Senior Lender promptly upon receipt of any such funds, in accordance with the terms hereof.

**5. Waiver by Subordinated Lender.** The Subordinated Lender waives (a) notice of the existence, creation or nonpayment of all or any of the Senior Liabilities; and (b) all diligence in collection or protection of, or realization upon, the Senior Liabilities or any security therefor.

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6. **Covenants of Subordinated Lender.** The Subordinated Lender shall not, without the prior written consent of the Senior Lender, (a) modify, amend or consent to any modification or amendment of any Subordinate Loan Document; (b) commence, or join with any other creditor in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to the Borrower, unless and until Senior Lender has already prior commenced such respective action(s); (c) seek to appoint a receiver for (i) the Development or any part of it, or (ii) the Borrower, or (d) seek to obtain possession of the Development, unless pursuant to a foreclosure sale conducted pursuant to a foreclosure of the Senior Mortgage.

7. **Bankruptcy of Borrower.** In the event of any dissolution, winding-up, liquidation, readjustment, reorganization or other similar proceedings relating to the Borrower, the Borrower's creditors, or to the Borrower's property (whether voluntary or involuntary, partial or complete, and whether in bankruptcy, insolvency or receivership, or upon an assignment to benefit creditors, or any other marshalling of the assets and liabilities of the Borrower, or any sale of all or substantially all of the assets of the Borrower, or otherwise), the Senior Liabilities shall first be paid in full before Subordinated Lender shall be entitled to receive and to retain any payment or distribution with respect to the Subordinated Liabilities.

8. **Notices of Default.** The Subordinated Lender agrees to give the Senior Lender, contemporaneously with the giving of them to the Borrower, copies of any notices given to the Borrower regarding any default under the Subordinated Loan Documents or which notice would, following the passage of time and failure to cure, result in the occurrence of a "default" or "event of default" under the Subordinated Loan Documents. The Subordinated Lender agrees that the indebtedness evidenced, secured and guaranteed by the Subordinated Loan Documents shall not be accelerated, nor shall any remedies be pursued thereunder unless (a) in the case of default in the payment of a sum of money due under the Subordinated Loan Documents and after expiration of all applicable grace periods, the Senior Lender shall have been given written notice of such failure and the Senior Lender shall have failed to pay or cause to be paid such sum of money within thirty (30) days following such written notice; or (b) in the case of any other default under the Subordinated Loan Documents, the Senior Lender shall fail to cure or cause to be cured such default within the period which is thirty (30) days beyond the longest of the applicable cure period provided to the Borrower to cure such default.

Notwithstanding anything herein to the contrary, nothing in this Agreement, including, but not limited to, Senior Lender's right to cure a default under the Subordinated Loan Documents, shall be construed as limiting the rights of Subordinated Lender to exercise and enforce all rights and remedies available to it under the Trust Fund Regulatory Agreement related to the income, rent, or affordability restrictions contained therein.

The Senior Lender agrees to give to the Subordinated Lender, contemporaneously with the giving of them to the Borrower, copies of any notices given to the Borrower regarding any default under the Senior Loan Documents or which notice would, following the passage of time and failure to cure, result in the occurrence of a "default" or "event of default" under the Senior Loan Documents. The Senior Lender agrees that the indebtedness evidenced, secured and guaranteed

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by the Senior Loan Documents shall not be accelerated, nor shall any remedies be pursued there under unless (a) in the case of default in the payment of a sum of money due under the Senior Loan Documents and after expiration of all applicable grace periods, the Subordinated Lender shall have been given written notice of such failure and the Subordinated Lender shall have failed to pay or cause to be paid such sum of money within thirty (30) days following such written notice; or (b) in the case of any other default under the Senior Loan Documents, the Subordinated Lender shall fail to cure or cause to be cured such default within the period which is thirty (30) days beyond the longest of the applicable cure period provided to Borrower to cure such default.

Notwithstanding anything herein to the contrary, nothing in this Agreement, including, but not limited to, Subordinated Lender's right to cure a default under the Senior Loan Documents, shall be construed as limiting the rights of Senior Lender to exercise and enforce all rights and remedies available to it under the IHDA Regulatory Agreement (as defined in Section 24 hereof) related to the income, rent, or affordability restrictions contained therein.

**9. Insurance Proceeds and Condemnation Awards.** In the event of a Condemnation or a Casualty, the following provisions will apply:

(i) The rights of Subordinated Lender (under the Subordinated Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents, and Subordinated Lender will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Lender.

(ii) All Loss Proceeds will be applied either to payment of the costs and expenses of the repair and restoration or to payment on account of the Senior Liabilities, as and in the manner determined by Senior Lender in its sole discretion; provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds. In the event of any disagreement between Senior Lender and Subordinated Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, will prevail.

(iii) If Senior Lender holds Loss Proceeds, or monitors the disbursement of Loss Proceeds, Subordinated Lender will not do so. Nothing contained in this Agreement will be deemed to require Senior Lender to act for or on behalf of Subordinated Lender in connection with any repair and restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinated Lender.

(iv) If Senior Lender elects to apply Loss Proceeds to payment on account of the Senior Liabilities, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Liabilities, any remaining Loss Proceeds held by Senior Lender

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will be paid to Subordinated Lender unless another party has asserted a superior claim to the remaining Loss Proceeds.

**10. Consent to Easements and Plats of Subdivision.** Unless this Agreement is assigned pursuant to Section 14 hereof, if the Borrower requests that the Senior Lender and all other mortgagees or trustees under trust deeds of record execute any easements or plats of subdivision or similar documents in connection with the construction, development, operation or maintenance of the Development, and if Senior Lender executes them, the Subordinated Lender agrees to execute such documents and instruments as its interests appear.

**11. Acquisition of Fee Title by Senior Lender.** The Subordinated Lender agrees that an acquisition of fee title to the Property by Senior Lender, its nominee, or any other person or entity through a foreclosure of the Senior Mortgage (where such foreclosure does not extinguish the security interests created by the Subordinated Loan Documents) or through a deed in lieu of foreclosure is not a "sale or disposition" and will not constitute an event of default under the Subordinated Loan Documents.

**12. Subrogation.** Until such time as the Senior Liabilities have been paid in full, the Subordinated Lender waives and releases any and all rights of subrogation which it has against the Development and which subrogation would result in the Subordinated Lender obtaining a priority equal or superior to the priority of the Senior Loan Documents for any funds which Subordinated Lender may advance either to cure defaults under security instruments or pay liens encumbering the Development or otherwise protect the lien of the Subordinated Loan Documents or any of them.

**13. Permitted Actions by Senior Lender.** The Senior Lender may, from time to time, in its sole discretion and without notice to the Subordinated Lender, take any or all of the following actions: (a) retain or obtain a security interest in any property to secure any of the Senior Liabilities; (b) retain or obtain the primary or secondary obligation of any other obligor or obligors with respect to any of the Senior Liabilities; and (c) release its security interest in, or surrender, release or permit any substitution or exchange for all or any part of the property securing any of the Senior Liabilities, or extend or renew for one or more periods of time (so long as such period(s) do not, individually or in the aggregate, extend beyond the maturity date of the Subordinated Note) or release, compromise, alter or modify any obligation of any nature of any obligor with respect to any such property.

**14. Assignment.** The Senior Lender may, from time to time, without notice to the Subordinated Lender, assign or transfer any or all of the Senior Liabilities or any interest in them; and notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Senior Liabilities shall be and remain Senior Liabilities for the purpose of this Agreement, and every immediate and successive assignee or transferee of any of the Senior Liabilities or of any interest in them shall, to the extent of the interest of such assignee or transferee in the Senior Liabilities, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferee were the Senior Lender; however, unless the Senior Lender otherwise

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consents in writing, the Senior Lender shall have the unimpaired right prior and superior to that of any such assignee or transferee, to enforce this Agreement for the benefit of the Senior Lender as to those of the Senior Liabilities which the Senior Lender has not assigned or transferred.

**15. Successors and Assigns.** This Agreement shall be binding upon the Subordinated Lender and its respective successors and assigns, whether immediate or remote.

**16. Amendment of Agreement.** This Agreement shall not be altered or amended without the prior written approval of all of the parties hereto.

**17. No Waiver by Senior Lender.** The Senior Lender shall not be prejudiced in its rights under this Agreement by any act or failure to act by the Borrower or the Subordinated Lender, or any non-compliance of the Borrower or the Subordinated Lender with any agreement or obligation, regardless of any knowledge of such agreement or obligation the Senior Lender may have or with which the Senior Lender may be charged; and no action of the Senior Lender permitted under this Agreement shall in any way affect or impair the rights of the Senior Lender and the obligations of the Subordinated Lender under this Agreement. No delay on the part of the Senior Lender in the exercise of any rights or remedies shall operate as a waiver of such rights, and no single or partial exercise by Senior Lender of any right or remedy shall preclude other or further exercise of such right or remedy or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon the Senior Lender except as expressly set forth in a writing duly signed and delivered on behalf of the Senior Lender.

**18. Effect on Due on Sale Provisions.** The Subordinated Lender waives any due on sale or due on refinancing provisions of the Subordinated Loan Documents as they relate to the Senior Liabilities.

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

If to Senior Lender:

Illinois Housing Development Authority  
111 East Wacker Drive, Suite 1000  
Chicago, Illinois 60601  
Attention: Legal Department

If to Subordinated Lender:

Chicago Low Income Housing Trust Fund  
77 West Washington Street, Suite 719

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Chicago, IL 60602  
Attention: General Counsel

with a copy to:

Neal Gerber & Eisenberg, LLP  
2 North LaSalle Street, Suite 1700  
Chicago, IL 60602  
Attention: Thomas J. McNulty

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

**20. Construction and Interpretation of this Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Wherever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**21. Termination.** This Agreement shall terminate upon full and final payment of any and all amounts due under the Senior Liabilities, provided that all rights of the Subordinated Lender under this Agreement shall automatically terminate at such time as the Subordinated Liabilities have been paid in full.

**22. Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

**23. Joinder of Borrower.** The Borrower has joined in the execution of this Agreement for the purpose of acknowledging and consenting to the terms and agreements herein contained, but shall have no rights or benefits hereunder as third party beneficiary or otherwise.

**24. Regulatory Agreements, Subordination.** Senior Lender and Borrower have entered into a certain Regulatory and Land Use Restriction Agreement (the "IHDA Regulatory Agreement") concurrently with the execution hereof. The terms and conditions, and liens and



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encumbrances, of the Trust Fund Regulatory Agreement shall be subordinate in all respects to the terms and conditions, and liens and encumbrances, of the IHDA Regulatory Agreement (but not the other Senior Loan Documents).

Notwithstanding anything in the Trust Fund Regulatory Agreement to the contrary, the Trust Fund agrees not to exercise its remedy of foreclosure of the Subordinated Mortgage, as found in Subsection 7.1 of the Trust Fund Regulatory Agreement, unless and until Senior Lender (or another lender with respect to the Development which holds a secured lien superior in priority to the liens created by the Subordinated Loan Documents) has declared a foreclosure or deed in-lieu-of foreclosure, or unless Senior Lender has prior expressly consented to such in writing.

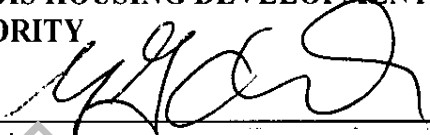
[SIGNATURES ARE ON THE FOLLOWING PAGE.]

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IN WITNESS WHEREOF, this Subordination Agreement has been executed and delivered by the authorized representatives of the parties.

**SENIOR LENDER:**

**ILLINOIS HOUSING DEVELOPMENT  
AUTHORITY**

By:   
Printed Name: Maureen G. Ohle  
Its: GENERAL COUNSEL

**SUBORDINATED LENDER:**

**CHICAGO LOW-INCOME HOUSING TRUST FUND**  
an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Printed Name: Thomas J. McNulty  
Its: President

Acknowledged and Consented to By:

**BORROWER:**

**CASA VERACRUZ, LLC**  
an Illinois limited liability company

By: **CASA VERACRUZ MANAGER, LLC,**  
an Illinois limited liability company,  
its Manager

By: **THE RESURRECTION PROJECT,**  
an Illinois not-for-profit corporation,  
its Member

By: \_\_\_\_\_  
Raul Raymundo, Chief Executive Officer

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IN WITNESS WHEREOF, this Subordination Agreement has been executed and delivered by the authorized representatives of the parties.

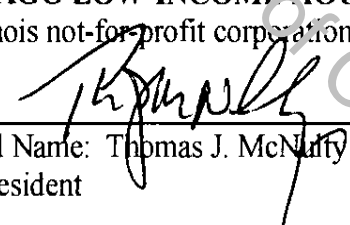
**SENIOR LENDER:**

**ILLINOIS HOUSING DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SUBORDINATED LENDER:**

**CHICAGO LOW-INCOME HOUSING TRUST FUND**  
an Illinois not-for-profit corporation

By:  \_\_\_\_\_  
Printed Name: Thomas J. McNulty  
Its: President

Acknowledged and Consented to By:

**BORROWER:**

**CASA VERACRUZ, LLC**  
an Illinois limited liability company

By: **CASA VERACRUZ MANAGER, LLC,**  
an Illinois limited liability company,  
its Manager

By: **THE RESURRECTION PROJECT,**  
an Illinois not-for-profit corporation,  
its Member

By: \_\_\_\_\_  
Raul Raymundo, Chief Executive Officer

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IN WITNESS WHEREOF, this Subordination Agreement has been executed and delivered by the authorized representatives of the parties.

**SENIOR LENDER:**

**ILLINOIS HOUSING DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SUBORDINATED LENDER:**

**CHICAGO LOW-INCOME HOUSING TRUST FUND**  
an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Printed Name: Thomas J. McNulty  
Its: President

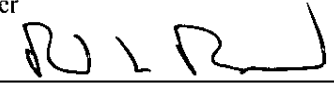
Acknowledged and Consented to By:

**BORROWER:**

**CASA VERACRUZ, LLC**  
an Illinois limited liability company

By: **CASA VERACRUZ MANAGER, LLC,**  
an Illinois limited liability company,  
its Manager

By: **THE RESURRECTION PROJECT,**  
an Illinois not-for-profit corporation,  
its Member

By:   
Raul Raymundo, Chief Executive Officer

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STATE OF ILLINOIS            )  
   ) SS  
 COUNTY OF COOK             )

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that ~~Maureen G. Onie~~ personally known to me to be the ~~GENERAL COUNSEL~~ of ILLINOIS HOUSING DEVELOPMENT AUTHORITY 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 she/he signed and delivered the said instrument in her/his capacity as ~~GENERAL COUNSEL~~ of ILLINOIS HOUSING DEVELOPMENT AUTHORITY, as her/his free and voluntary act and deed and as the free and voluntary act and deed of ILLINOIS HOUSING DEVELOPMENT AUTHORITY, for the uses and purposes therein set forth.

Given under my hand and official seal this 15<sup>th</sup> day of July, 2020.

Joella Malone  
 Notary Public



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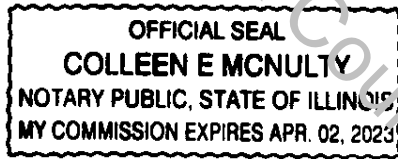
STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Thomas J. McNulty, personally known to me to be the President of the Chicago Low-Income Housing Trust Fund (the "Trust Fund"), and personally known to be to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument in their respective capacities as such president, as as their free and voluntary act and deed and as the free and voluntary act and deed of the Trust Fund, for the uses and purposes therein set forth.

Given under my hand and official seal this 29<sup>th</sup> day of June, 2020.

Colleen E McNulty

Notary Public



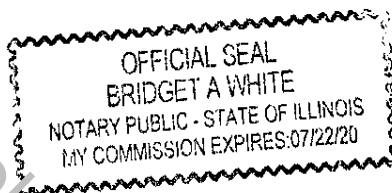
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Raul Raymundo, personally known to me to be the Chief Executive Officer of The Resurrection Project ("Member"), the member of Casa Veracruz Manager ("Manager"), the manager of Casa Veracruz, LLC ("Borrower") 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 capacity as Chief Executive Officer of Member as his free and voluntary act and deed and as the free and voluntary act and deed of Member, acting on behalf of Manager and Borrower for the uses and purposes therein set forth.

Given under my hand and official seal this 16 day of July, 2020.

Bridget A. White  
Notary Public



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## EXHIBIT A

### Legal Description

PARCEL 1: LOTS 1 AND 2 IN SUB-BLOCK 2 IN JONES AND MC KILLIP'S SUBDIVISION OF BLOCK 9 IN STEELE'S SUBDIVISION OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2700 SOUTH DRAKE AVENUE, CHICAGO, IL 60623; PIN NO. 16-26-408-025-0000 AND 16-26-408-026-0000.

PARCEL 2: LOT 3 AND THE NORTH 12 FEET OF LOT 4 IN BLOCK 2 IN JONES AND MC KILLIP'S SUBDIVISION OF BLOCK 9 IN STEELE'S SUBDIVISION OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2700 SOUTH DRAKE AVENUE, CHICAGO, IL 60623; PIN NO. 16-26-408-027-0000.

Addresses and PINs included for informational purposes only

Property of Cook County Clerk's Office