

# UNOFFICIAL COPY

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Doc# 2105547046 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/24/2021 03:45 PM PG: 1 OF 19

**AFTER RECORDING RETURN TO:**

**TITLE SERVICES, INC.  
610 E. ROOSEVELT RD/D  
SUITE 201  
WHEATON, IL 60187**

**PREPARED BY ~~AND~~  
WHEN RECORDED RETURN TO:**

Charles E. Rodgers, Jr., Esq.  
Assistant Corporation Counsel  
City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602

212933

**FIRST AMENDMENT TO LOAN DOCUMENTS  
AND CONSENT AND ASSUMPTION AGREEMENT**

**HARDING PROJECT**

This Amendment to Loan Documents (this "First Amendment") is made and entered into as of the 8th day of February, 2021 (the "Effective Date") by and among the City of Chicago by and through its Department of Housing (the "City"), Lazarus Limited Partnership, an Illinois limited partnership ("Original Borrower"), Lazarus Renewal, LLC, an Illinois limited liability company ("Replacement Borrower I") (the City, Original Borrower, and Replacement Borrower I are collectively are referred herein as the "Parties".)

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## RECITALS

A. The City Council of the City on September 21, 1994 authorized the making of a loan to Borrower in the principal amount of \$1,430,500, with an interest rate of zero percent per annum and a term not to exceed 32 years (the "Original City Loan").

B. The City made the Original City Loan to the Original Borrower on or about September 21, 1994. The Original City Loan is evidenced by that certain Housing Loan Agreement (the "City Loan Agreement") dated as of September 21, 1994, secured by, among other things, that certain Junior Mortgage and Security Agreement dated as of September 21, 1994, executed by the Borrower in favor of the City (the "City Mortgage") and recorded in the Office of the Cook County Recorder of Deeds, now known as the Office of the County Clerk ("Recorder's Office") as Document 94827950, and is further evidenced by that certain Note dated as of September 21, 1994 made by the Original Borrower in favor of the City in the original principal amount of the Loan (the "City Note"), along with the Regulatory Agreement executed by Original Borrower on September 21, 1994 and recorded in the Recorder's Office as Document 94827948 (the "City Regulatory Agreement") and that certain Assignment of Rents and Leases executed by Original Borrower on September 21, 1994 and recorded in the Recorder's Office as Document 94827951 (the "City Assignment"), and that certain Environmental Indemnity executed by Original Borrower on September 21, 1994 ("City Environmental Indemnity"), and that certain Guaranty executed by Original Borrower on September 21, 1994 ("City Guaranty").

C. The proceeds of the Original City Loan were used to provide for the rehabilitation by the Original Borrower of two (2) residential buildings located generally at 1857-67 South Pulaski Road and 1900-02 South Harding Avenue in Chicago, Illinois (the "Property") and consisted of 48 affordable rental units ("Original Project") and

D. The City Mortgage was subordinate to that certain first mortgage dated as of September 21, 1994, securing a loan not to exceed the amount of \$257,500 (the "Original Senior Loan"), made by the Borrower in favor of the LaSalle National Bank now known as Bank of America; and

E. The Original Borrower refinanced the Original Senior Loan with a replacement senior loan from Original Senior Lender dated in the amount of \$360,000 evidenced by a note dated as of September 29, 2006 and secured by a mortgage recorded as a lien on the Property (the "Replacement Senior Loan 1"), comprising the ("First Restructuring"), which mortgage securing the Replacement Senior Loan 1 was released on or about December 4, 2017; and

F. The general partner of the Original Borrower is Lazarus Apartments Corporation, an Illinois corporation ("General Partner"), and the sole owner of the General Partner is Lawndale Christian Development Corporation, an Illinois not-for-profit corporation (the "Sole Member"); and

G. The City Loan Agreement, the City Mortgage, the City Note, the City Regulatory Agreement as amended by Amendment to Regulatory Agreement Harding Project, the City

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Assignment and any other documents executed in connection with the City Loan are referred to herein, collectively, as the “City Loan Documents”; and

H. As of the date hereof, the Replacement Borrower I received a new loan from Illinois Housing Authority, a body politic and corporate of the State of Illinois (the “New Senior Lender”), in an amount not to exceed \$3,349,413 (the “New Senior Loan”) for the acquisition and rehabilitation of 15 permanent supportive housing units located at 1900 S. Harding, Chicago, Illinois (“Harding Project”); the New Senior Loan is secured by a new mortgage on the Harding Project in favor of the New Senior Lender (the “New Senior Mortgage”).

I. The City Council, pursuant to an ordinance adopted on May 20, 2020 (the “Restructuring Ordinance”), authorized the Department of Housing (“DOH”) to restructure the Original City Loan, subject to certain terms as set forth in the Restructuring Ordinance; and

J. Replacement Borrower I has requested that the City approve the subordination of the Harding City Loan (as defined herein) to the New Senior Loan and New Senior Mortgage and other loan documents evidencing or securing the New Senior Loan, which subordination will be evidenced by that certain Subordination Agreement among the City, New Senior Lender and Replacement Borrower I of even date and recorded concurrently herewith (the “Subordination Agreement”).

K. In order to enhance the financial sustainability of the development, the Parties desire to separate the Project into two separate projects. The property located 1900-02 S. Harding Avenue, in Chicago, Illinois (“Harding Parcel”) will become the “Harding Project” and owned by Replacement Borrower I and is legally described on Exhibit A and the Pulaski Parcel located at 1857-67 S. Pulaski Road in Chicago, Illinois (“Pulaski Parcel”) will be owned by Lazarus Renewal II, LLC and will become the “Pulaski Project”.

L. The sole member of Replacement Borrower I is the Sole Member.

M. Original Borrower and Replacement Borrower I have requested that the City approve a proposed restructuring of the Original City Loan that (1) will not alter the interest rate on the principal balance of the Original City Loan, (2) will extend the maturity date of the Original City Loan, (3) will subordinate the lien of the City Mortgage to the lien of the New Senior Mortgage (4) will amend the City Loan Documents to separate City financing into financing pertaining to the Harding Project and financing pertaining to the Pulaski Project including the assumption of \$428,249 of the Original City Loan (“Harding City Loan”) by Replacement Borrower I (5) consent to the assignment and assumption of ownership interest of the Harding Project from the Original Borrower to Replacement Borrower I, among other things, (collectively, the “Restructuring”); and

N. It is anticipated that the Original Borrower will execute an amendment regarding the Pulaski Project within six months of the execution of this First Amendment further amending the City Loan Documents as to the Pulaski Project which will include the remaining balance of the City Loan being assumed by the owner of the Pulaski Project.

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**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## AGREEMENTS

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into this First Amendment by reference and constitute a material part hereof.

Section 2. The First Restructuring is hereby ratified and approved.

Section 3. Amendment. The City, Original Borrower, and Replacement Borrower I agree that the City Loan Documents are hereby modified as follows:

3.1 This First Amendment to Loan Documents shall be included in the definition of the term "Loan Documents" as set forth in the City Loan Agreement.

3.2 The Original Borrower agrees to assign all of the rights, covenants, duties, and obligations under the City Loan Documents for the Harding Project and Harding City Loan to the Replacement Borrower I.

3.3 Replacement Borrower I agrees to assume all of the rights, covenants, duties, and obligations of the City Loan Documents as to the Harding Project and Harding City Loan from the Original Borrower.

3.4 The City consents to the transfer of the Harding Project to Replacement Borrower I and releases and discharges the Original Borrower from its obligations under the Loan Documents incurred from and after the date of this First Amendment as to the Harding Project. However, nothing in this First Amendment shall act as a release or waiver of any claim that may arise in connection with the Original Borrower's failure to have faithfully discharged all of its duties and obligations under the Loan Documents as to the Harding Project prior to the date of this First Amendment.

3.5 Any and all references in the City Loan documents of the General Partner are hereby deleted.

3.6 The General Partner is hereby deleted from the Environment Indemnity and Guaranty.

3.7 Commencing on the date hereof, Section 3.04 of the City Loan Agreement shall be amended by deleting such section and replacing it as follows:

"Subject to Sections 3.06 and 3.07 hereof, repayment of the Loan shall be as follows: Equal monthly installments of principal in the amount of \$91 commencing on the Initial Payment Date, followed by consecutive equal monthly payments due on the first day of each subsequent calendar month through and including the first day of the calendar month immediately preceding the calendar month in which the Maturity Date occurs, with the entire principal balance outstanding, together with accrued and unpaid interest thereon, if any, and any other

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sums due under any of the Loan Documents, due and payable in full on the (the "Maturity Date") of March 1, 2052; provided, however, that the term "Maturity Date" shall also mean such earlier date as of which the principal of and interest on the Loan may become due and payable because of acceleration or prepayment as provided in any of the Loan Documents."

3.8 The definition of "Permitted Encumbrances" in the City Loan Agreement is hereby amended to add the New Senior Mortgage, the Regulatory and Land Use Restriction Agreement, UCCs and Subordination Management Agreement, all related to the New Senior Loan and recorded concurrently herewith

3.9 The section of Exhibit A that reflects the address of the Replacement Borrower I to the City Loan Agreement is hereby amended by adding the following:

"Larus Renewal, LLC  
c/o Lawndale Christian Development Corporation  
3843 W. Ogden Ave.,  
Chicago, Illinois 60623

With a copy to:

Applegate & Thorne-Thomson, P.C.  
425 S. Financial Place, Suite 1900  
Chicago, Illinois 60605  
Attn: Nick Brunick"

3.10 The terms Junior Lender, Junior Loan Amount, Junior Mortgage, Junior Note and Junior Regulatory Agreement, Senior Assignment are hereby deleted from the City Loan Agreement.

3.11 Exhibit A, Loan Amount in the City Loan Agreement is hereby amended by replacing it with \$428,249.

3.12 Exhibit A, Repayment Terms and Maturity Date of the Loan is hereby amended by deleting it in its entirety and replacing it with the following:

"Equal monthly installments of principal in the amount of \$91 commencing on the Initial Payment Date, followed by consecutive equal monthly payments due on the first day of each subsequent calendar month through and including the first day of the calendar month immediately preceding the calendar month in which the Maturity Date occurs, with the entire principal balance outstanding, together with accrued and unpaid interest thereon, if any, and any other sums due under any of the Loan Documents, due and payable in full on the (the "Maturity Date") of March 1, 2052; provided, however, that the term "Maturity Date" shall also mean such earlier date as of which the principal of and interest on the Loan may become due and payable because of acceleration or prepayment as provided in any of the Loan

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Documents.”

3.13 Exhibit A of the City Loan Agreement is hereby amended deleting the following terms in their entirety and replacing them with the following terms:

Partnership Agreement: Operating Agreement of Replacement Borrower I.

Senior Lender: Illinois Housing Development Authority

Senior Loan: \$3,349,413

Senior Mortgage: that certain Mortgage, Security Agreement and Assignment of Rents and Leases from Lazarus Renewal, LLC in favor of the Senior Lender dated as of February 8, 2021.

Senior Note: that certain Note from the Borrower in favor of Senior Lender dated as of February 8, 2021 in the principal amount of \$3,349,413.

3.14 The legal description in Exhibit A of the City Loan Agreement is hereby amended by deleting it in its entirety and replacing Exhibit A attached hereto. Exhibits D, E and F of the City Loan Agreement are deleted in their entirety.

3.15 Section 6.01 of the City Loan Agreement is amended by adding the following sub section (z):

(z) if the Borrower applies for and receives the Illinois charitable property tax exemption pursuant to 35 ILCS Section 200/15-65 and Ill. Admin. Code Part 110.116 (the “Charitable Property Tax Exemption”), the Borrower shall (i) notify the City when such Charitable Property Tax Exemption is approved or granted by the Illinois Department of Revenue and (ii) report any property tax savings resulting from the Charitable Property Tax Exemption (the “Property Tax Savings”) as a part of savings for the Project, which shall be subject to the repayment terms stated in Exhibit A hereof;

3.16 The City Note is hereby amended by deleting the amount of the City Note and replacing it with \$428,249.

3.17 The repayment term of the City Note is hereby amended by deleting it in its entirety and replacing it with the following:

“Equal monthly installments of principal in the amount of \$91 commencing on the Initial Payment Date, followed by consecutive equal monthly payments due on the first day of each subsequent calendar month through and including the first day of the calendar month immediately preceding the calendar month in which the Maturity Date occurs, with the entire principal balance outstanding, together with

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accrued and unpaid interest thereon, if any, and any other sums due under any of the Loan Documents, due and payable in full on the (the "Maturity Date") of March 1, 2052; provided, however, that the term "Maturity Date" shall also mean such earlier date as of which the principal of and interest on the Loan may become due and payable because of acceleration or prepayment as provided in any of the Loan Documents."

3.18 The Notice section of the City Note is hereby amended by adding the following:

"Lazarus Renewal, LLC  
c/o Lawndale Christian Development Corporation  
3843 W. Ogden Ave.,  
Chicago, Illinois 60623

With a copy to:

Applegate & Thorne-Thomsen, P.C.  
425 S. Financial Place, Suite 1900  
Chicago, Illinois 60605  
Attn: Nick Brunick"

3.19 Section 33 of the City Mortgage is hereby amended by deleting it in its entirety and replacing it with the following:

"(33) Junior Mortgage. This is a junior mortgage on the Premises and is subject and subordinate in each and every respect to any and all rights of any kind created by:

That certain Mortgage, Security Agreement and Assignment of Rents and Leases from Lazarus Renewal, LLC in favor of the Senior Lender dated as of February 8, 2021 and recorded hereto in the Office of the Cook County Clerk, securing a note of even date therewith in the principal amount of \$3,349,413 in favor of Senior Lender."

3.20 The Legal Description in Exhibit A to the City Mortgage is hereby amended by deleting it in its entirety and with replacing it with Exhibit A attached hereto.

3.21 The first paragraph of Exhibit B to the City Mortgage is hereby amended by adding the following:

"Address of Mortgagor	Lazarus Renewal, LLC c/o Lawndale Christian Development Corporation 3843 W. Ogden Ave., Chicago, Illinois 60623
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With a copy to:

Applegate & Thorne-Thomsen, P.C.  
425 S. Financial Place, Suite 1900  
Chicago, Illinois 60605  
Attn: Nick Brunick"

Interest Rate on Note: Zero

Initial Payment Date: The earlier of (a) the first day of the 15<sup>th</sup> consecutive calendar month following the Closing Date, or (b) the first day of the 3<sup>rd</sup> consecutive calendar month following the final disbursement of the Loan.

Principal Amount of Note: \$428,249

Repayment Terms and Maturity Date of Loan:

"Equal monthly installments of principal in the amount of \$91 commencing on the Initial Payment Date, followed by consecutive equal monthly payments due on the first day of each subsequent calendar month through and including the first day of the calendar month immediately preceding the calendar month in which the Maturity Date occurs, with the entire principal balance outstanding, together with accrued and unpaid interest thereon, if any, and any other sums due under any of the Loan Documents, due and payable in full on the (the "Maturity Date") of March 1, 2052; provided, however, that the term "Maturity Date" shall also mean such earlier date as of which the principal of and interest on the Loan may become due and payable because of acceleration or prepayment as provided in any of the Loan Documents."

3.22 Exhibit C of the City Mortgage, Permitted Encumbrances is hereby amended by adding the following documents to the exhibit: Mortgage, Security Agreement and Assignment of Rents and Leases from Lazarus Renewal, LLC in favor of the New Senior Lender, and the Regulatory and Land Use Restriction Agreement, UCCs and Subordination of Management Agreement all related to the New Senior Loan.

3.23 Exhibit A to the City Assignment is hereby amended by deleting it in its entirety and with replacing it with Exhibit A attached hereto.

3.24 The Notice section for the City in the City Loan Documents is hereby amended by adding the following:

"Department of Housing  
City of Chicago



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121 N. LaSalle Street, Room 1000  
Chicago, Illinois 60602  
Attention: Commissioner

With copies to:

Office of the Corporation Counsel  
City of Chicago  
121 N. LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attention: Finance and Economic Development Division

Department of Finance  
City of Chicago  
121 N. LaSalle, 7<sup>th</sup> Floor  
Chicago, Illinois 60602  
Attention: Comptroller.”

Section 4. Except as specifically modified by this First Amendment, the Original Borrower, and Replacement Borrower I hereby represent, warrant and confirm to the City that:

4.1 All the City Loan Documents and the obligations of the Original Borrower thereunder remain in full force and effect, are hereby ratified and confirmed, and may be enforced against Replacement Borrower I in accordance with their terms by the City;

4.2 Except to the extent disclosed otherwise in writing to the City, all representations, warranties, certifications, statements, affidavits and other items heretofore made or furnished to the City by or on behalf of the Replacement Borrower I, in connection with the First Amendment were true, accurate and complete as of the date made or furnished to the City, and continue to be true, accurate and complete as if furnished or made by or with respect to the Replacement Borrower I as of the date hereof;

4.3 Replacement Borrower I acknowledges and warrants to the City that it claims no defense, right of offset or counterclaim against enforcement of the City Loan Documents (as modified by this First Amendment) and have no other claim against the City;

4.4 Any Event of Default under any of the City Loan Documents will be or has been cured to the satisfaction of the City;

4.5 The execution, delivery and performance of this First Amendment and the consummation of the transactions hereby contemplated will not conflict with any law, statute or regulation to which the Replacement Borrower I or the Property is subject; and

4.6 All outstanding and unpaid accrued interest and late charges have been waived by the City.

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Section 5. The Parties hereto acknowledge and agree that this First Amendment does not constitute a novation of the existing indebtedness under the City Loan, but is intended to be an amendment and modification of the City Loan Documents. Except as amended hereby, the provisions of the City Loan Documents remain in full force and effect and are hereby ratified and confirmed. The Mortgage shall continue to secure repayment of all amounts due under the Note as modified by this First Amendment. The City Mortgage, the City Loan Documents and any and all renewals, modifications, extensions or advances thereunder or secured thereby (including interest thereon), unconditionally do and will remain at all times a lien, claim or charge on the Property.

Section 6. The Original Borrower and Replacement Borrower I: (i) are represented by legal counsel of their respective choice in the transactions contemplated by this First Amendment; (ii) are fully aware and clearly understands all the terms contained in this First Amendment; (iii) have voluntarily, with full knowledge and without coercion or duress of any kind, entered into this First Amendment; (iv) is not relying on any representation, either written or oral, express or implied, made by the City other than as set forth in this First Amendment; (v) on its own initiative has made proposals to the City the terms of which are reflected by this First Amendment; and (vi) have received actual and adequate consideration to enter into this First Amendment.

Section 7. In the event of a conflict or inconsistency between the provisions of the City Mortgage, the City Note, the City Regulatory Agreement, City Assignment or any of the other City Loan Documents and the provisions of this First Amendment, the provisions of this First Amendment shall govern and control.

Section 8. This First Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that the Replacement Borrower I may not assign this First Amendment or its rights and obligations under the City Loan Documents without the prior written consent of the City.

Section 9. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute a single agreement.

Section 10. This First Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its conflict of laws principles.

Section 11. If any provision of this First Amendment is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this First Amendment will not be affected thereby. It is the intention of the Parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

Section 12. Neither this First Amendment nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the City and Replacement Borrower I.

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Section 13. No waiver of any action or default will be implied from the failure or delay by the City to take any action in respect of such action or default. No express waiver of any condition precedent or default will affect any other default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this First Amendment or of the City Loan Documents will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request.

Section 14. Replacement Borrower I expressly agrees that no member, official, employee or agent of the City shall be individually or personally liable to the Replacement Borrower I, or any of their successors or assigns, in connection with this First Amendment.

Section 15. No Effect on Recording Priority. The Parties agree that entering into this First Amendment shall have no effect on the recording priority of the City Mortgage and the Regulatory Agreement, and that this First Amendment shall relate back to the date that the City Mortgage and City Regulatory Agreement were originally recorded in the Recorder's Office.

Section 16. Hold Harmless. From and after the Effective Date, Replacement Borrower I agrees to indemnify, pay, defend and hold the City and its elected and appointed officials, employees, agents and affiliates (each, individually, an "Indemnitee," and, collectively, the "Indemnitees") harmless ("Indemnify") from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs expenses and disbursements of any kind or nature whatsoever ("Indemnities") (including without limitation, the reasonable fees and disbursements of counsel for such Indemnities in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating to performance under the City Loan Documents by Replacement Borrower I.

Section 17. No Change in Defined Terms. All capitalized terms not otherwise defined herein, shall have the same meanings as set forth in the City Loan Documents.

Section 18. Other Terms in the City Loan Documents Remain. All other provisions and terms of the City Loan Documents shall remain unchanged.

Section 19. Authority. Replacement Borrower I represents and warrants to the other parties that this First Amendment is duly authorized by all necessary corporate or limited liability company action and that the person executing this First Amendment on behalf of such party is duly authorized to execute this First Amendment on behalf of such party.

Section 20. Recording and Filing. Replacement Borrower I shall cause this First Amendment and all amendments and supplements hereto to be recorded and filed against the Property as of the date hereof in the Recorder's Office. Replacement Borrower I shall pay all fees and charges incurred in connection with any such recording. Upon recording, Replacement

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Borrower I shall immediately transmit to the City an executed original of this First Amendment showing the date and recording number of record.

Section 21. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute a single agreement.

Section 22. Severability. If any provisions of this First Amendment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

**[Signature Page Follows]**

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IN WITNESS WHEREOF, the City has executed this First Amendment to Loan Documents as of the date first written above.

CITY:

CITY OF CHICAGO, an Illinois municipal corporation, acting through its Department of Housing

By: *Marisa Novara*  
Name: Marisa Novara  
Its: Commissioner

[Signature(s) continued next page]

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IN WITNESS WHEREOF, the Original Borrower has executed this First Amendment to Loan Documents as of the date first written above.

**ORIGINAL BORROWER:**

**LAZARUS LIMITED PARTNERSHIP**  
an Illinois limited partnership

By: Lazarus Apartments Corporation  
an Illinois corporation,  
its General Partner

By: Richard Townsell  
Richard Townsell, President

Property of Cook County Clerk's Office

[Signature(s) continued next page]

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IN WITNESS WHEREOF, the Replacement Borrower I has executed this First Amendment to Loan Documents as of the date first written above.

**REPLACEMENT BORROWER I**

**LAZARUS RENEWAL, LLC**  
an Illinois limited liability company

By: Lawndale Christian Development Corporation  
an Illinois not for profit corporation  
its sole member

By:   
Richard Townsell, Executive Director

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[Notarial jurat(s) on following page(s)]

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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, 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 2nd day of February, 2020.

Betra Brown

Notary Public

My Commission Expires

April 30, 2023

(SEAL)



[Notarial jurat(s) continued on following page(s)]



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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, DO HEREBY CERTIFY THAT Richard Townsell, 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 in his/her capacity as Executive Director of Lawndale Christian Development Corporation, an Illinois not-for-profit corporation (“the Sole Member”), the Sole Member of Lazarus Apartments Corporation, an Illinois corporation (the “General Partner”), the General Partner of Lazarus Limited Partnership, an Illinois limited partnership, (the “Original Borrower”), he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of the Sole Member, General Partner and the Original Borrower, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21<sup>st</sup> day of January, 2021.

Margaret Ann Shultz  
Notary Public

My Commission Expires

8-6-2022

(SEAL)



[Notarial jurat(s) continued on following page(s)]

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) SS  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Richard Townsell, 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 in his/her capacity as President of Lazarus Apartments Corporation, an Illinois corporation (the "General Partner"), the General Partner of Lazarus Limited Partnership, an Illinois limited partnership, (the "Original Borrower"), he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of the General Partner and the Original Borrower, for the uses and purposes therein set forth.

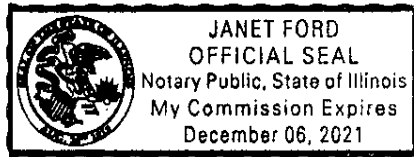
GIVEN under my hand and notarial seal this 1 day of February, 2021.

Janet Ford  
Notary Public

My Commission Expires

December 6, 2021

(SEAL)



[Notarial jurat(s) continued on following page(s)]

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## EXHIBIT A

### LEGAL DESCRIPTION OF HARDING PROJECT

LOTS 98 AND 99 IN THE SUBDIVISION OF LOTS 2, 3, AND 5 IN THE PARTITION OF THE WEST 60 ACRES, NORTH OF THE SOUTHWESTERN PLANK ROAD IN THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

COMMON ADDRESS: 1900-02 South Harding Avenue, in Chicago, Illinois 60623

TAX ID NO.: 16-21-316-013 ✓

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