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THIS INSTRUMENT WAS PREPARED BY AND FOR THE RECORDING REFERENCE

Monika A. Bobo  
Illinois Housing Development Authority  
111 E. Wacker Drive, Suite 1000.  
Chicago, Illinois 60601

Doc# 2128708051 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/14/2021 03:28 PM PG: 1 OF 10

Permanent Tax Index Identification No.:  
See Exhibit A

Property Address:  
See Exhibit A

PID: 11837

USE AGREEMENT

For Projects Assisted Under the Section 811 Project Rental Assistance Demonstration Program

This Agreement entered into this 13 day of October 2021 by and between 6001 LAWRENCE, 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"),

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 Demonstration Program ("PRA Demo") 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 6001 W. Lawrence, 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 Demo, or any successor program, Owner agrees to implement this Use Agreement.

NOW THEREFORE, the parties agree as follows:

AFTER RECORDING, RETURN TO:

1

TITLE SERVICES, INC.  
610 E. ROOSEVELT ROAD  
SUITE 201  
WHEATON, IL 60187

OMB Approval No. 2502-0608  
(exp. 02/28/2017)  
form HUD-92238-PRA (03/2014)

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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 Demonstration Program, Rental Assistance Contract (RAC), and HUD PRA Demo 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 October 13, 2051 or until such time as the number of Assisted Units in the RAC has been reduced to zero as approved 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 Demo, 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.

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.

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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 Demo 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 Demo, 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 September 30 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 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.

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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

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**OWNER:**

**6001 LAWRENCE, LP,**  
an Illinois limited partnership

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

By: Full Circle Communities, Inc.,  
an Illinois not-for-profit corporation,  
its sole member

By:   
\_\_\_\_\_  
Josh Wilmoth, President & CEO

**GRANTEE:**

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Maureen G. Ohle, General Counsel

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an Illinois limited partnership


By: Lawrence GP, LLC,  
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its general partner

By: Full Circle Communities, Inc.,  
an Illinois not-for-profit corporation,  
its sole member

By: \_\_\_\_\_  
Josh Wilmoth, President & CEO

**GRANTEE:**

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

By:   
\_\_\_\_\_  
Maureen G. Ohle, General Counsel

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STATE OF ILLINOIS ) SS:  
COUNTY OF Cook )

On this 5<sup>th</sup> day of October, 2021, before me Margaret Ann Shultz, a Notary Public in and for the City and County of Cook, Illinois, appeared Joshua Wilmoth to me personally known and known to me to be the duly Authorized Agent of the Owner, and the person who executed the aforesaid instrument bearing the date of \_\_\_\_\_, 2021, and acknowledged that he executed the aforesaid instrument for and on behalf of the said Owner for the purposes herein.

Margaret Ann Shultz  
NOTARY PUBLIC



My Commission Expires: 8-6-2022

STATE OF ILLINOIS ) SS:  
COUNTY OF COOK )

On this \_\_\_ day of \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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: \_\_\_\_\_

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STATE OF ILLINOIS ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2021, 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 Owner, and the person who executed the aforesaid instrument bearing the date of \_\_\_\_\_, 2021, and acknowledged that he executed the aforesaid instrument for and on behalf of the said Owner for the purposes herein.

\_\_\_\_\_  
NOTARY PUBLIC

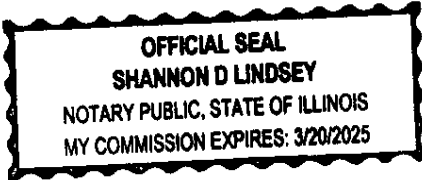
My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS ) SS:  
COUNTY OF COOK )

On this 14 day of SEPTEMBER, 2021, before me \_\_\_\_\_, a Notary Public in and for the City and County of CHICAGO, COOK, appeared Maureen G. Orlowski GENERAL COUNSEL 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 \_\_\_\_\_, 2021, 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: 03/20/2025





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## EXHIBIT A

### PARCEL 1:

LOTS 1, 3, 4 AND 5 IN LAWRENCE & AUSTIN'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ✓

EXCEPT PART OF LOT 5 IN LAWRENCE & AUSTIN'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH 00 DEGREES 00 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 5, 22.01 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY MOST LINE OF LOT 1 IN SAID LAWRENCE & AUSTIN'S SUBDIVISION; THENCE NORTH 88 DEGREES 36 MINUTES 11 SECONDS EAST ALONG SAID WESTERLY EXTENSION, 22.38 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 01 DEGREES 23 MINUTES 49 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 5, 22.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 88 DEGREES 36 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 5, 22.93 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. ✓

### PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF INGRESS/EGRESS EASEMENT RECORDED DECEMBER 14, 2010 AS DOCUMENT NUMBER 1034835021 AND AMENDED BY AMENDMENT TO AND PARTIAL RELEASE OF INGRESS/EGRESS EASEMENT RECORDED OCTOBER 6, 2021 AS DOCUMENT NUMBER 2127949236 FOR INGRESS AND EGRESS OVER A PORTION OF LOT 2 IN AFORESAID SUBDIVISION. ✓

### PERMANENT REAL ESTATE INDEX NUMBERS:

13-17-105-109-0000 (LOT 1)  
13-17-105-111-0000 (LOT 3)  
13-17-105-112-0000 (LOT 4)  
13-17-105-113-0000 (LOT 5 AND OTHER PROPERTY)

### COMMON ADDRESS:

6009 AND 6017 WEST LAWRENCE AVENUE, CHICAGO, ILLINOIS 60630

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## CONSENT OF MORTGAGEE

CIBC BANK USA, AN ILLINOIS STATE CHARTERED BANK, HOLDER OF A NOTE SECURED BY A CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING, DATED OCTOBER 13, 2021, AND RECORDED ON OCTOBER 14, 2020 IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 2128708052, AS MODIFIED FROM TIME TO TIME, ON THE PROPERTY DESCRIBED HEREIN, HEREBY CONSENTS TO THE EXECUTION AND RECORDING OF THE ATTACHED USE AGREEMENT.

DATED THIS 6<sup>th</sup> DAY OF OCTOBER, 2021.

CIBC BANK USA

By: [Signature]  
Name: James Scudder  
Its: Associate Managing Director

### MORTGAGEE'S NOTARY CERTIFICATE

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, VALERIE M. SMITH, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT JAMES SCUDDER, ASSOCIATE MANAGING DIRECTOR OF CIBC BANK USA, AN ILLINOIS STATE CHARTERED BANK, 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 ASSOCIATE MANAGING DIRECTOR OF CIBC BANK USA, AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF CIBC BANK USA FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 6<sup>th</sup> DAY OF OCTOBER, A.D., 2021.



Valerie M. Smith