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② 213030



Doc# 2136415046 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/30/2021 01:29 PM PG: 1 OF 18

AFTER RECORDING RETURN TO:

TITLE SERVICES, INC
610 E. ROOSEVELT ROAD
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

FIRST AMENDMENT TO LOAN DOCUMENTS AND CONSENT AND ASSUMPTION AGREEMENT

PULASKI PROJECT

This First Amendment to Loan Documents-Pulaski Project (this "First Amendment") is made and entered into as of the 22nd day of December, 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 II, LLC, an Illinois limited liability company ("Replacement Borrower II") (the City, Original Borrower, and Replacement Borrower III) are collectively are refereed 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-Pulaski 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 II received a new loan from the City, in an amount not to exceed \$6,155,951 (the “New City Loan”) for the acquisition and rehabilitation of 33 permanent supportive housing units located at 1857-67 S. Pulaski Road Chicago, Illinois (“Pulaski Project”); the New City Loan is secured by a new mortgage on the Pulaski Project in favor of the City (the “New City 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. 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”) is the “Harding Project” and owned by Lazarus Renewal, LLC, an Illinois limited liability company (“Replacement Borrower I”) 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” and is legally described on Exhibit A.

K. The sole member of Replacement Borrower II is the Sole Member.

L. Original Borrower and Replacement Borrower II 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 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 \$942,149 of the Original City Loan (“Pulaski City Loan”) by Replacement Borrower II (5) consent to the assignment and assumption of ownership interest of the Pulaski Project from the Original Borrower to Replacement Borrower II, among other things, (collectively, the “Restructuring”); and

M. On February 8, 2021, the Original Borrower transferred the Harding Parcel to Lazarus Renewal, LLC and the City, the Original Borrower and Lazarus Renewal, LLC entered into that certain First Amendment to Loan Documents and Consent and Assumption Agreement-Harding Project (“Harding Amendment, Consent and Assumption”) which amended the City Loan Documents as to the Harding Project and the Amendment to Regulatory Agreement-Harding Project which amended the City Regulatory Agreement as to the Harding Project.

N. The City, Original Borrower and Replacement Borrower II now desire to further amend and assign the City Loan Documents as to the Pulaski Project to Replacement Borrower II as contained herein. The parties do not intend for this First Amendment as to the Pulaski Project to affect the Harding Amendment, Consent and Assumption as to the Harding 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 II agree that the City Loan Documents are hereby modified as follows:

3.1- This First Amendment 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 Pulaski Project and Pulaski City Loan to the Replacement Borrower II.

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

3.4 The City consents to the transfer of the Pulaski Project to Replacement Borrower II 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 Pulaski 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 \$199 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 December 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 City Mortgage, the CDBG Regulatory Agreement, and UCCs, all related to the New City Loan and recorded concurrently herewith

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

Lazarus Renewal II, 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"

3.10 The terms Senior Lender, Senior Loan Amount, Senior Mortgage and 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 \$942,149.

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 \$199 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 December 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."

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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:

Junior Lender: The City of Chicago, a municipal corporation

Junior Loan Amount: \$6,155,951

Junior Mortgage: that certain Junior Mortgage, Security Agreement and Financing Statement dated December 22, 2021 from Replacement Borrower II to the Junior Lender securing the Junior Note.

Junior Note: that certain Note from Replacement Borrower II in favor of the Junior Lender dated December 22, 2021 in the principal amount of \$6,155,951.

Junior Regulatory Agreement: that certain Regulatory Agreement dated as of December 22, 2021 between Replacement Borrower II and the Junior Lender.

Partnership Agreement: Operating Agreement of Replacement Borrower II.

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 \$942,149.

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 \$199 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

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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."

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

"Lazarus Renewal II, 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.

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

Principal Amount of Note: \$942,149

Repayment Terms and Maturity Date of Loan:

“Equal monthly installments of principal in the amount of \$199 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 December 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: Junior Mortgage, Security Agreement and Financing Statement from Lazarus Renewal II, LLC in favor of the City, the CDBG Regulatory Agreement and UCCs, all related to the New City Loan and the other documents identified in Schedule B of the Title Policy provided to the City by Title Services Midwest LLC in connection with New City 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
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

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Chicago, Illinois 60602
Attention: Finance and Economic Development Division

Department of Finance
City of Chicago
121 N. LaSalle, 7th Floor
Chicago, Illinois 60602
Attention: Comptroller."

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

4.1 All the City Loan Documents and the obligations of the Original Borrower as to the Pulaski Project thereunder remain in full force and effect, are hereby ratified and confirmed, and may be enforced against Replacement Borrower II 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 II, 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 II as of the date hereof;

4.3 Replacement Borrower II 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 II or the Property is subject; and

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

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

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Property.

Section 6. The Original Borrower and Replacement Borrower II: (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 II 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 II.

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.

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Section 14. Replacement Borrower II 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 II 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 II.

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 II 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 II 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 II shall pay all fees and charges incurred in connection with any such recording. Upon recording, Replacement Borrower II shall immediately transmit to the City an executed original of this First Amendment showing the date and recording number of record.

Section 21. 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: _____
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, President

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[Signature(s) continued next page]

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

REPLACEMENT BORROWER II

LAZARUS RENEWAL II, LLC
an Illinois limited liability company

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

By: Richard Townsell
Richard Townsell

Its: 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.

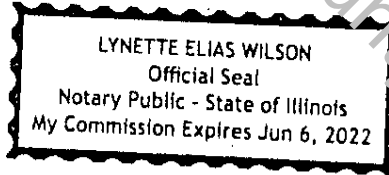
GIVEN under my hand and notarial seal this 22nd day of December, 2021.

Lynette Elias Wilson
Notary Public

My Commission Expires

June 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 (the "General Partner"), an Illinois corporation and 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 17 day of December, 2021.

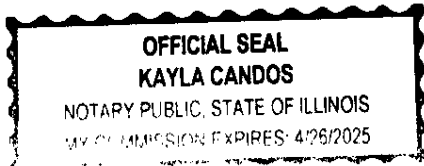


Notary Public

My Commission Expires

4/26/2025

(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 Renewal II, an Illinois limited liability company (the "Replacement Borrower II"), 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 and the Replacement Borrower II, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of December, 2021.



Notary Public

My Commission Expires

4/26/2025

(SEAL)



[Exhibit page(s) follow]

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EXHIBIT A

1. Legal Description:

LOTS 28, 29, 30, 31 AND 32 IN BLOCK 4 IN MOORE'S SUBDIVISION OF LOT 1 IN THE SUPERIOR COURT PARTITION OF THE WEST 60 ACRES LYING NORTH OF THE SOUTH WESTERN PLANK ROAD OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

2. Common Address: 1859 S. Pulaski Road, in Chicago, Illinois 60623

3. Permanent Index No.: 16-23-308-019-0000 ✓

Property of Cook County Clerk's Office