

UNOFFICIAL COPY

Doc# 2236113522 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/27/2022 03:50 PM Pg: 1 of 19

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

Property Address:
See Exhibit A

PID # 11693

41039516

USE AGREEMENT

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

This Agreement entered into this 22 day of December, 2022 by and between
LATHROP HOMES IB, 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 Lathrop Home Phase IB 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.

UNOFFICIAL COPY

NOW THEREFORE, the parties agree as follows:

Owner, for itself, its successors and assigns, covenants with the Grantee that the Owner will operate a predetermined number of seven (7) 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 [December 31, 2052] or until such time as the number of Assisted Units in the RAC has been reduced to zero as approve by the grantee.

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

In the event of a breach or a threatened breach of any of the above covenants and agreements by the Owner, Grantee or HUD shall be entitled to institute legal action to enforce performance and observance of such covenants and agreements and to enjoy 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,

UNOFFICIAL COPY

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. 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 December 31st of each year, to the Grantee that it is operating the Project in compliance with this Agreement and, more specifically, that

UNOFFICIAL COPY

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.

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.

[SIGNATURE PAGE FOLLOWS]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

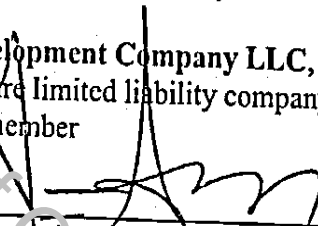
OWNER:

LATHROP HOMES IB, LP,
an Illinois limited partnership

By: **Lathrop Homes IB GP, LLC,**
an Illinois limited liability company,
its general partner

By: **Related Lathrop LLC,**
an Illinois limited liability company, its Manager

By: **LR Development Company LLC,**
a Delaware limited liability company d/b/a Related Midwest LLC,
its sole member

By: 
Name: Jacques Sandberg
Title: Vice President

GRANTEE:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____

Name: _____

Its: _____

EXHIBIT

UNOFFICIAL COPY

OWNER:

LATHROP HOMES IB, LP,
an Illinois limited partnership

By: **Lathrop Homes IB GP, LLC**,
an Illinois limited liability company,
its general partner

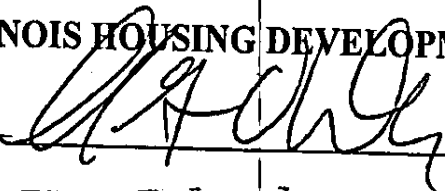
By: **Related Lathrop LLC**,
an Illinois limited liability company, its Manager

By: **LR Development Company LLC**,
a Delaware limited liability company d/b/a Related Midwest LLC,
its sole member

By: _____
Name: _____
Title: _____

GRANTEE:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By:  _____

Name: **Maureen G. Ohle**

Its: **GENERAL COUNSEL**

EXHIBIT

UNOFFICIAL COPY

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 Jacques Sandberg, personally known to me to be the President of LR Development Company LLC, a Delaware limited liability company d/b/a Related Midwest LLC ("LR"), which is the sole member of Related Lathrop LLC, an Illinois limited liability company (the "Manager"), which is the manager and a member of Lathrop Homes IB GP, LLC, an Illinois limited liability company (the "General Partner"), which is the general partner of Lathrop Homes IB, LP, an Illinois limited partnership (the "Partnership"), 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 severally acknowledged that as such officer, he signed and delivered the said instrument, pursuant to authority given by LR on behalf of the Manager and by the other members of the General Partner as the free and voluntary act of such person, and as the free and voluntary act and deed of the General Partner and the Partnership for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of December 2021.

(SEAL)

Mary A. Nealy
Notary Public

Notary Public, Cook County Clerk's Office



EXHIBIT

UNOFFICIAL COPY

STATE OF _____)
COUNTY OF _____)

SS:

On this _____ day of _____, 2022, 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 _____, 2022, 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: _____

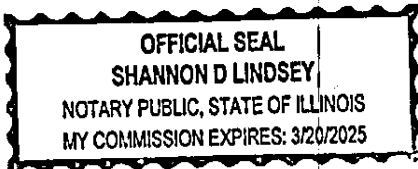
STATE OF ILLINOIS)
COUNTY OF COOK)

SS:

On this 15th day of December, 2022, before me SHANNON D LINDSEY, a Notary Public in and for the City and County of Cook, CHICAGO, appeared Maureen G. Ohle to me personally known and known to me to be the duly Authorized Agent of the Grantee, and the person who executed the aforesaid instrument bearing the date of December __, 2022, 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: MARCH 20, 2025



EXHIBIT

UNOFFICIAL COPY**EXHIBIT A
LEGAL DESCRIPTION**

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS:

PARCEL 1:

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LESSOR, AND BICKERDIKE REDEVELOPMENT CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION AND HEARTLAND HOUSING, INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION AS LESSEE, DATED OCTOBER 26, 2021, WHICH LEASE, RECORDED CONCURRENTLY HERewith, AND ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE FROM BICKERDIKE REDEVELOPMENT CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION AND HEARTLAND HOUSING, INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION TO LATHROP HOMES IB, LP, AN ILLINOIS LIMITED PARTNERSHIP, DATED OCTOBER 26, 2021, RECORDED CONCURRENTLY HERewith, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF 99 YEARS BEGINNING OCTOBER 26, 2021, AND ENDING OCTOBER 25, 2120:

Tract A:

THAT PART OF LOTS 3 AND 4, IN DIVERSEY CLYBOURN INDUSTRIAL AND COMMERCIAL DISTRICT, BEING AN OWNER'S DIVISION IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1929 AS DOCUMENT NUMBER 10373658, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF DIVERSEY PARKWAY WITH THE SOUTHWESTERLY LINE OF N. CLYBOURN AVENUE, AS DEEDED TO THE CITY OF CHICAGO FOR STREET PURPOSES, RECORDED MAY 25, 1937 AS DOCUMENT NO. 12002816; THENCE SOUTH 88 DEGREES 39 MINUTES 10 SECONDS WEST ALONG THE NORTH LINE OF SAID DIVERSEY PARKWAY 212.53 FEET; THENCE NORTH 46 DEGREES 22 MINUTES 01 SECONDS WEST, 422.90 FEET; THENCE NORTH 43 DEGREES 37 MINUTES 59 SECONDS EAST, 150.00 FEET TO THE SOUTHWEST LINE OF SAID N. CLYBOURN AVE.; THENCE NORTH 46 DEGREES 22 MINUTES 01 SECONDS WEST ALONG SAID SOUTHWEST LINE, 183.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 46 DEGREES 22 MINUTES 01 SECONDS WEST ALONG SAID SOUTHWEST LINE, 132.49 FEET; THENCE SOUTH 43 DEGREES 36 MINUTES 01 SECONDS WEST, 61.21 FEET; THENCE SOUTH 46 DEGREES 23 MINUTES 48 SECONDS EAST, 27.96 FEET; THENCE SOUTH 43 DEGREES 34 MINUTES 39 SECONDS WEST, 58.67 FEET; THENCE NORTH 46 DEGREES 36 MINUTES 04 SECONDS WEST, 76.44 FEET; THENCE SOUTH 43 DEGREES 35 MINUTES 44 SECONDS WEST 32.25 FEET; THENCE SOUTH 46 DEGREES 22 MINUTES 18 SECONDS EAST 6.00 FEET; THENCE SOUTH 43 DEGREES 38 MINUTES 09 SECONDS WEST, 15.66 FEET; THENCE SOUTH 46 DEGREES 21 MINUTES 53

EXHIBIT

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

UNOFFICIAL COPY

SECONDS EAST 168.94 FEET; THENCE NORTH 43 DEGREES 34 MINUTES 41 SECONDS EAST, 15.66 FEET; THENCE SOUTH 46 DEGREES 25 MINUTES 18 SECONDS EAST, 6.00 FEET; THENCE NORTH 43 DEGREES 36 MINUTES 13 SECONDS EAST, 152.40 FEET TO THE SOUTHWEST LINE OF SAID N. CLYBOURN AVENUE, AND THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 6.00 FEET CITY OF CHICAGO DATUM, IN COOK COUNTY, ILLINOIS.

For informational purposes only:

Commonly known as 2890-2904 North Clybourn Avenue, Chicago, IL 60618;

PIN No. 14-30-123-009.

Tract B:

THAT PART OF LOT 12 IN THE SNOW ESTATE SUBDIVISION BY THE SUPERIOR COURT OF COOK COUNTY, ILLINOIS, IN PARTITION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1873, AS DOCUMENT NUMBER 80819, LYING NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER; EXCEPTING THEREFROM THAT PART VACATED BY ORDINANCE RECORDED FEBRUARY 21, 1945 AS DOCUMENT NUMBER 12438633; ALSO EXCEPTING THEREFROM THAT PART DEEDED TO THE CITY OF CHICAGO FOR STREET PURPOSES PER DOCUMENT RECORDED MAY 25, 1937 AS DOCUMENT NUMBER 12002816, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF N. HOYNE AVENUE AS DEEDED TO THE CITY OF CHICAGO MAY 25, 1937 AS DOCUMENT NUMBER 12002816 AND THE SOUTH LINE OF W. DIVERSEY PARKWAY BEING 40.00 FEET SOUTH OF THE CENTERLINE OF SAID W. DIVERSEY PARKWAY; THENCE NORTH 88 DEGREES 39 MINUTES 10 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF W. DIVERSEY PARKWAY 117.64 FEET; THENCE SOUTH 46 DEGREES 16 MINUTES 10 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE 32.67 FEET TO THE WEST LINE OF NORTH DAMEN AVENUE; THENCE SOUTH 1 DEGREE 49 MINUTES 22 SECONDS WEST ALONG SAID WEST LINE 77.74 FEET; THENCE SOUTH 5 DEGREES 15 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE 38.77 FEET; THENCE SOUTH 5 DEGREES 47 MINUTES 19 SECONDS WEST ALONG SAID WEST LINE 54.27 FEET; THENCE SOUTH 88 DEGREES 21 MINUTES 55 SECONDS WEST 123.69 FEET TO THE EAST LINE OF SAID N. HOYNE AVENUE; THENCE NORTH 1 DEGREE 47 MINUTES 55 SECONDS WEST 193.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

For informational purposes only:

Commonly known as 2747-2759 North Hoyne Avenue, Chicago, IL 60647;

PIN No. 14-30-302-026.

EXHIBIT

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

UNOFFICIAL COPY

EXCEPTING THEREFROM ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, THEREON.

PARCEL 2:

FEE SIMPLE TITLE TO ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, ON THE LEASEHOLD ESTATE HEREINABOVE DESCRIBED AS PARCEL 1.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 AS SET FORTH AND DEFINED IN THE DECLARATION OF CROSS ACCESS EASEMENT AND PARKING AGREEMENT FOR THE LATHROP HOMES CAMPUS RECORDED CONCURRENTLY HERewith.

Property of Cook County Clerk's Office

EXHIBIT

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

UNOFFICIAL COPY

EXHIBIT B CONSENT OF MORTGAGEES

Property of Cook County Clerk's Office

EXHIBIT

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

UNOFFICIAL COPY

CONSENT OF MORTGAGEE

BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION, HOLDER OF A NOTE SECURED BY A LEASEHOLD CONSTRUCTION MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, DATED OCTOBER 26, 2021 AND RECORDED OCTOBER 27, 2021 AS DOCUMENT NUMBER 2130029035, 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 19th DAY OF December, 2022.

BANK OF AMERICA, N.A.
A National Banking Association

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

MORTGAGEE'S NOTARY CERTIFICATE

STATE OF Illinois

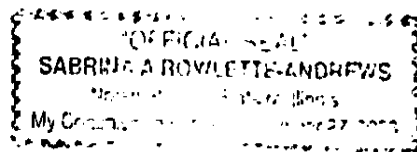
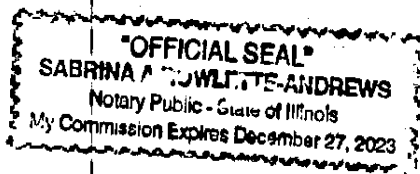
COUNTY OF COOK) SS

I, Sabrina Rowlette Andrews, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT Stephanie Mack OF BANK OF AMERICA, N.A., WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN HIS/HER CAPACITY AS Vice President OF BANK OF AMERICA, N.A., AS HIS/HER FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF BANK OF AMERICA, N.A., FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 19th DAY OF December, 2022.

Sabrina Rowlette Andrews
Notary

(seal)



UNOFFICIAL COPY

CONSENT OF MORTGAGEE

ILLINOIS HOUSING DEVELOPMENT AUTHORITY, A BODY POLITIC AND CORPORATE CREATED BY AND EXISTING PURSUANT TO THE ILLINOIS HOUSING DEVELOPMENT ACT, 20 ILCS 3805/1 ET SEQ., AS AMENDED FROM TIME TO TIME, HOLDER OF A NOTE SECURED BY A LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (CREDIT ADVANTAGE), DATED AS OF OCTOBER 26, 2021 AND RECORDED OCTOBER 27, 2021 AS DOCUMENT NUMBER 2130029036, 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 15 DAY OF DECEMBER, 2022.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

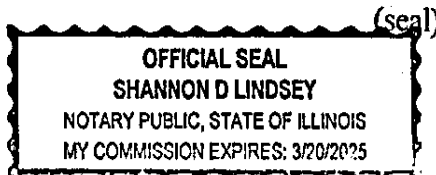
By: [Signature]
Name: Maureen G. Ohle
Its: General Counsel

MORTGAGEE'S NOTARY CERTIFICATE
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, SHANNON D. LINDSEY, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT MAUREEN G. OHLE, GENERAL COUNSEL OF ILLINOIS HOUSING DEVELOPMENT AUTHORITY WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN HER CAPACITY AS GENERAL COUNSEL OF ILLINOIS HOUSING DEVELOPMENT AUTHORITY AS HER 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 NOTARIAL SEAL THIS 15th DAY OF DECEMBER, 2022.

[Signature]
Notary




UNOFFICIAL COPY

CONSENT OF MORTGAGEE & GROUND LESSOR

CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, GROUND LESSOR UNDER GROUND LEASE, DATED OCTOBER 26, 2021 AND RECORDED OCTOBER 27, 2021 AS DOCUMENT NUMBER 2130029027 AS AMENDED AND ASSIGNED BY ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE DATED OCTOBER 26, 2021 AND RECORDED OCTOBER 27, 2021 AS DOCUMENT NUMBER 2130029029, AND HOLDER OF: (1) A NOTE SECURED BY A SUBORDINATE MORTGAGE, SECURITY AGREEMENT FINANCING STATEMENT, DATED OCTOBER 26, 2021 AND RECORDED OCTOBER 27, 2021 AS DOCUMENT NUMBER 2130029041, AND AN ASSIGNMENT OF RENTS AND LEASES DATED OCTOBER 26, 2021 AND RECORDED OCTOBER 27, 2021 AS DOCUMENT NUMBER 2130029042, AND (2) A NOTE SECURED BY A DONATION TAX CREDIT SUBORDINATE MORTGAGE, SECURITY AGREEMENT FINANCING STATEMENT, DATED OCTOBER 26, 2021 AND RECORDED OCTOBER 27, 2021 AS DOCUMENT NUMBER 2130029044 AND A DONATION TAX CREDIT ASSIGNMENT OF RENTS AND LEASES DATED OCTOBER 26, 2021, AND RECORDED OCTOBER 27, 2021 AS DOCUMENT NUMBER 2130029045; EACH 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 22nd DAY OF December, 2022

CHICAGO HOUSING AUTHORITY

By: 
 Tracey Scott
 Chief Executive Officer

County Clerk's Office

UNOFFICIAL COPY

MORTGAGEE'S NOTARY CERTIFICATE

STATE OF ILLINOIS)

) SS

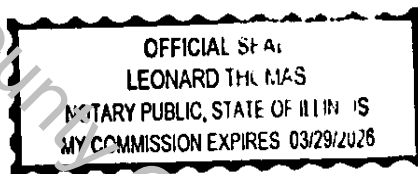
COUNTY OF COOK)

I, LEONARD THOMAS, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT TRACEY SCOTT, CHIEF EXECUTIVE OFFICER OF THE CHICAGO HOUSING AUTHORITY WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN HER CAPACITY AS CHIEF EXECUTIVE OFFICER OF CHICAGO HOUSING AUTHORITY, AS HER FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF CHICAGO HOUSING AUTHORITY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 22 DAY OF December, 2022.


Notary

(seal)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

CONSENT OF MORTGAGEE

BICKERDIKE REDEVELOPMENT CORPORATION AND HEARTLAND HOUSING, INC., EACH AN ILLINOIS NOT-FOR-PROFIT CORPORATION, COLLECTIVELY, THE HOLDER OF A NOTE SECURED BY A JUNIOR LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (SELLER FINANCING), DATED OCTOBER 26, 2021 AND RECORDED OCTOBER 27, 2021 AS DOCUMENT NUMBER 2130029046, 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 23rd DAY OF DECEMBER, 2022.

[Signature Pages to Follow]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

[Signature Page for Consent of Mortgagee]

HEARTLAND HOUSING, INC.
an Illinois not-for-profit corporation

By: *[Signature]*
Name: Earl L. Chase
Its: Executive Director

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, *AJLA ROSIC* A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT EARL L. CHASE, EXECUTIVE DIRECTOR OF HEARTLAND HOUSING, INC. WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN HIS CAPACITY AS EXECUTIVE DIRECTOR OF HEARTLAND HOUSING, INC., AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF HEARTLAND HOUSING, INC. FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 16 DAY OF Dec, 2022.

[Signature]
Notary


(seal)



UNOFFICIAL COPY

[Signature Page for Consent of Mortgagee]

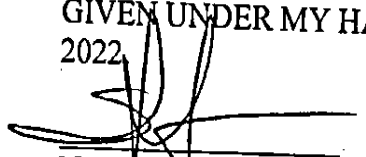
BICKERDIKE REDEVELOPMENT CORPORATION
an Illinois not-for-profit corporation

By: 
Name: Joy Aruguete
Its: Chief Executive Officer

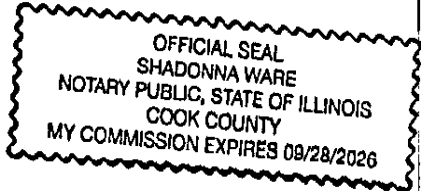
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Shadonna Ware, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT JOY ARUGUETE, CHIEF EXECUTIVE OFFICER OF BICKERDIKE RDEVELOPMENT CORPORATION, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN HER CAPACITY AS CHIEF EXECUTIVE OFFICER OF BICKERDIKE RDEVELOPMENT CORPORATION, AS HER FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF BICKERDIKE RDEVELOPMENT CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 14th DAY OF December 2022, 2022.


Notary

(seal)



Property of Clerk's Office