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Karen A. Yarbrough
Cook County Clerk
Date: 01/20/2023 03:50 PM Pg: 1 of 8



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Third Assumption of Use Agreement (Assignment)

Cook County, IL

O'Keeffe Mulford, LLC

O'Keeffe Apartments Owner LLC

United States Department of
Housing and Urban Development

Effective Date: January 19, 2023

This instrument was prepared by Michael B. Reichert, Attorney-at-Law, Dinsmore & Shohl, LLP 211 North, Pennsylvania St. Ste 1800, Indianapolis, IN 46204

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**THIS INSTRUMENT WAS PREPARED
BY AND AFTER RECORDING RETURN**

TO: Michael B. Reichert
Dinsmore & Shohl LLP
One Indiana Square
Suite 1800
Indianapolis, Indiana 46204

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

**Property Address:
See Attached Exhibit A**

O'Keefe Apartments
FHA Project No.: 071-11545

THIRD ASSUMPTION OF USE AGREEMENT
(ASSIGNMENT)

This Third Assumption of Use Agreement (Assignment) (this "Agreement") is entered into as of January 19, 2023, by and between O'KEEFFE MULFORD, LLC, an Illinois limited liability company (the "Assignor") and O'KEEFE APARTMENTS OWNER LLC, an Illinois limited liability company (the "Assignee"), and acknowledged and consented to by the SECRETARY OF HOUSING AND URBAN DEVELOPMENT (the "Secretary" or "HUD").

Recitals.

Whereas, Assignor was the owner of certain improved real property located in the City of Chicago, County of Cook, Illinois, as more particularly described in Exhibit A, on which is constructed a rental apartment project known as O'Keefe Apartments, FHA Project No. 071-11545 (collectively, "Property");

Whereas, SSBOK, LLC, an Illinois limited liability company ("SSBOK") and HUD entered into that certain Use Agreement for Multifamily Projects Participating in the Mark-to-Market Program Under the Multifamily Assisted Housing Reform and Affordability Act of 1997 ("Original Use Agreement"), dated May 31, 2005 and recorded June 6, 2005 as Document No. 0515712076 in the Office of the Cook County Recorder (the "Land Records");

Whereas, O'Keefe Venture L.P., an Illinois limited partnership ("Venture"), SSBOK and the Secretary entered into that certain Assumption and Modification of Use Agreement

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(Assignment) ("First Assumption"), dated May 31, 2005 and recorded June 8, 2005 as Document No. 0515903095 in the Land Records;

Whereas, Venture and Assignor entered into that certain Assumption of Use Agreement (Assignment) ("Second Assumption") dated December 16, 2010 and recorded December 22, 2010 as Document No. 103563116 in the Land Records (the Original Use Agreement, First Assumption and Second Assumption are hereinafter collectively referred to as the "Use Agreement").

Whereas, the Use Agreement set forth certain obligations requiring the use of the Property, affordability of the units rented, and similar restrictions;

Whereas, the Assignor entered into that certain Real Estate Purchase and sale Agreement dated as of January 13, 2022 pursuant to which Assignor agreed to sell, and Assignee agreed to purchase the Property;

Whereas, the Assignor desires, with the consent of the Secretary, to assign to Assignee all its rights and obligations in and to the Use Agreement as herein provided, effective upon the recording among the Land Records of the deed to the Property into the Assignee ("Effective Date").

NOW, THEREFORE, in consideration of the Assignment, the mutual agreements contained herein and other good and valuable consideration, it is agreed as follows:

1. Assignor hereby agrees to the assignment of the undertakings and obligations contained in the Use Agreement from the Assignor to the Assignee and its successors and assigns subject to the additional terms set forth herein.

2. Assignor shall be responsible for all liabilities, duties and obligations under the Use Agreement prior to the Effective Date. HUD consents to the assignment described herein and releases and discharges the Assignor from its obligations under the Original Use Agreement, the First Assumption and the Second Assumption incurred from and after the date of this Agreement. However, nothing in this Agreement shall act as a release or waiver of any claim that may arise in connection with the Assignor's failure to have faithfully discharged all of its duties and obligations under the Original Use Agreement, the First Assumption and the Second Assumption prior to the date of this Agreement.

3. Assignee agrees to the assumption of all duties, obligations and restrictions set forth in the Use Agreement and shall be responsible for all liabilities or obligations arising under the Use Agreement from and after the Effective Date.

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4. This Agreement may be executed in counterparts all of which when taken together shall constitute an original document.

This Agreement is made, presented and delivered for the purpose influencing an official action of the Federal Housing Administration, and of the Assistant Secretary for Housing/Federal Housing Commissioner, and may be relied upon by the Assistant Secretary/Commissioner as a true statement of the facts contained herein. WARNING: It is a crime to knowingly make false statements to a federal agency. Penalties upon conviction can include a fine and imprisonment. For detail, see Title 18 U.S. Code, Sections 1001 and 1010.

[The remainder of this page is intentionally left blank;
signature pages to follow]

Property of Cook County Clerk's Office

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ASSIGNOR SIGNATURE PAGE TO THIRD ASSUMPTION OF USE AGREEMENT (ASSIGNMENT)

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

O'KEEFFE MULFORD, LLC,
an Illinois limited liability company

By: Mulford Square Preservation Corporation,
an Illinois not-for-profit corporation,
its Manager

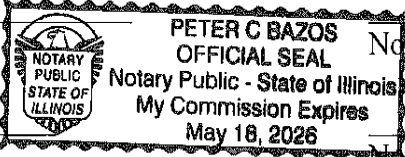
By: _____
Printed: Alan Scimeca
Title: President

STATE OF ILLINOIS)
) SS.)
COUNTY OF KANE)

Before me, a Notary Public in and for said County and State, personally appeared Alan Scimeca, the President of Mulford Square Preservation Corporation, an Illinois not-for-profit corporation, which is the Manager of O'Keeffe Mulford, LLC, an Illinois limited liability company, who, after having been duly sworn, acknowledged the execution of the foregoing Third Assumption of Use Agreement (Assignment) for and on behalf of O'Keeffe Mulford, LLC.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of Illinois, as of this, 02 day of January, 2023.

My Commission Expires:

County of Residence:		<p>Notary Signature _____</p> <p>Notary Printed _____</p>
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WARNING: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to: 18 USC 1001, 1010, 1012; 31 USC 3729, 3802; 24 CFR Parts 25, 28 and 30; and 2 CFR Parts 180 and 2424.

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ASSIGNEE SIGNATURE PAGE TO THIRD ASSUMPTION OF USE AGREEMENT (ASSIGNMENT)

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first above written.

ASSIGNEE:

O'KEEFE APARTMENTS OWNER LLC,
an Illinois limited liability company

By: O'Keefe Manager LLC,
an Illinois limited liability company,
its Manager

By: Hugh G. Rider
Hugh G. Rider, Manager

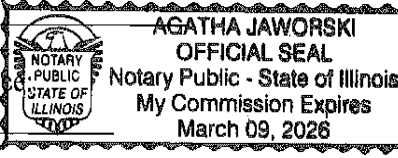
STATE OF Illinois)
) SS:
COUNTY OF Cook)

Before me, a Notary Public in and for said County and State, personally appeared Hugh G. Rider, Manager of O'Keefe Manager LLC, an Illinois limited liability company, which is the Manager of O'Keefe Apartments Owner LLC, an Illinois limited liability company, who, after having been duly sworn, acknowledged the execution of the foregoing Third Assumption of Use Agreement (Assignment) for and on behalf of O'Keefe Apartments Owner LLC.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of Illinois, as of this 19 day of December, 2022.

My Commission Expires:
9/9/2026

County of Residence
Cook



Agatha Jaworski
Notary Signature

Agatha Jaworski
Notary Printed

WARNING: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to: 18 USC 1001, 1010, 1012; 31 USC 3729, 3802; 24 CFR Parts 25, 28 and 30; and 2 CFR Parts 180 and 2424.

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SECRETARY'S ACKNOWLEDGEMENT AND CONSENT TO THIRD ASSUMPTION OF USE AGREEMENT (ASSIGNMENT)

The Secretary of Housing and Urban Development hereby acknowledges and consents to the foregoing Assumption of Use Agreement (Assignment).

SECRETARY:

SECRETARY OF HOUSING AND URBAN DEVELOPMENT,
Acting by and through the Federal Housing Commissioner

By: [Signature]
Name: Stephen Ott
Its: Production Director

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared Stephen Ott, known to me to be the person who, as the duly Authorized Agent of the Secretary of Housing and Urban Development Acting by and through the Federal Housing Commissioner, executed the foregoing Third Assumption of Use Agreement (Assignment) by virtue of the authority vested in him/her as such Authorized Agent, and he/she acknowledged to me that he/she did sign said Third Assumption of Use Agreement (Assignment) on behalf of the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner as such Authorized Agent for the purposes therein contained.

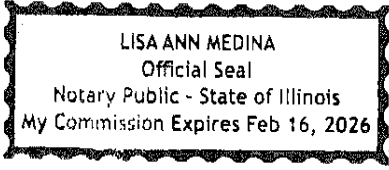
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of ILLINOIS, as of this 6 day of January, 2023.

My Commission Expires:
02-16-2026

[Signature]
Notary Signature

County of Residence:
COOK

Lisa Ann Medina
Notary Printed



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Exhibit A Legal Description of Property

PARCEL 1:
LOT 13 (EXCEPT THE EAST 17 1/2 FEET THEREOF) AND ALL OF LOTS 14 AND 15 IN BLOCK 1 IN THE RESUBDIVISION OF BLOCKS 10 AND 11 AND PART OF BLOCK 12 IN SOUTH SHORE DIVISION NO. 5, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID(s): 20-24-425-001-0000
7007, 7019 S. Paxton Ave. 2201-05 E. 70th St., Chicago, IL 60649

PARCEL 2:
LOTS 1 AND 2 IN B. J. KELLEY'S SUBDIVISION OF BLOCK 2 IN COMMISSIONER'S PARTITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID(s): 20-24-422-013-0000
7000-08 S. Clyde Ave. and 2049-2059 E. 70th St., Chicago, IL 60649

PARCEL 3:
LOT 100 IN THE FIRST ADDITION TO BRYN MAWR HIGHLANDS BEING A SUBDIVISION OF THE NORTH THREE QUARTERS OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 500 1/2 FEET THEREOF AND EXCEPT BRYN MAWR HIGHLANDS SUBDIVISION AND EXCEPT EAST 67TH STREET AND EAST 68TH STREET HERETOFORE DEDICATED), IN COOK COUNTY, ILLINOIS.

Parcel ID(s): 20-24-415-012-0000
6900-02 South Clyde Ave. and 2049-2059 East 69th Street, Chicago, IL 60649

PARCEL 4:
LOT 13 AND THE SOUTH 1/2 OF LOT 12 IN BLOCK 2 IN SOUTH KENWOOD A RESUBDIVISION OF BLOCKS 2, 7 AND 8 IN GEORGE W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 WITH PART OF B3 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST 1/4 ALL IN SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID(s): 20-25-108-018-0000
7150 S. Euclid Ave., Chicago, IL 60649

PARCEL 5:
LOTS 6 AND 7 IN SUBDIVISION OF THE WEST HALF OF THE SOUTH THREE-FIFTHS OF LOT 3 IN GEORGE W. CLARKE'S SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID(s): 20-25-107-020-0000
7152-56 South Bennett Ave. and 1834 -42 East 72nd Street, Chicago, IL 60649