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Date: 01/20/2023 03:50 PM Pg: 1 of 8



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HUD Amendment to Restrictive Covenant (Tax Regulatory Agreement)

Cook County, IL

O'Keefe Apartments Owner LLC

The Bank of New York Mellon Trust Company, N.A.

Illinois Housing Development Authority

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

After Recording return to:
 Michael B. Reichert
 Dinsmore & Shohl LLP
 One Indiana Square, Suite 1800
 Indianapolis, Indiana 46204

Cross Reference: Document Nos. 1035631123 and 1532245051

HUD AMENDMENT TO RESTRICTIVE COVENANTS

This AMENDMENT TO RESTRICTIVE COVENANTS is made as of January 19, 2023 by O'KEEFE APARTMENTS OWNER LLC, an Illinois limited liability company ("Borrower"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., ("Trustee"), and ILLINOIS HOUSING DEVELOPMENT AUTHORITY (such Trustee and Illinois Housing Development Authority are collectively referred to as "Agency").

WHEREAS, Borrower has obtained financing from Merchants Capital Corp., an Indiana corporation ("Lender") for the benefit of the project known as O'Keefe Apartments ("Project"), which loan is secured by a Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement ("Security Instrument") dated as of January 19, 2023, and recorded in the Recorder's Office of Cook County, Illinois ("Records") contemporaneously herewith, and is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, Borrower has received tax-exempt bond financing from Agency, which Agency has required certain restrictions be recorded against the Project; and

WHEREAS, O'KEEFE MULFORD, LLC, an Illinois limited liability company, Borrower's predecessor in interest in the Project, entered into that certain Tax Regulatory Agreement with respect to the Project, as more particularly described in Exhibit A attached hereto, dated as of December 1, 2010, and recorded in the Records on December 22, 2010, as Document Number 10356311223, as subsequently amended by a HUD Amendment to Restrictive Covenants dated as of November 1, 2015, and recorded in the Records on November 18, 2015, as Document Number 1532245051, (the Tax Regulatory Agreement dated as of December 1, 2010, and HUD Amendment to Restrictive Covenants dated as of November 1, 2015, are collectively referred to in this HUD Amendment as the "Restrictive Covenants").

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WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the Agency has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Amendment, the provision contained in this Amendment shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Merchants Capital Corp., an Indiana corporation, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act 12 USC § 1701 *et seq.*, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the

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(i) No action shall be taken in accordance with the rights granted herein to preserve the tax exemption of the interest on the notes or bonds, or prohibiting the owner from taking any action that might jeopardize the tax-exemption, except in strict accord with Program Obligations.

The statements and representations contained in this Amendment and all supporting documentation thereto are true, accurate, and complete. This certification has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring a multifamily loan, and may be relied upon by HUD as a true statement of the facts contained therein.

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 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 185 and 2424.

[Remainder of page intentionally blank; signature pages follow]

Cook County Clerk's Office

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SIGNATURE PAGE OF BORROWER TO HUD AMENDMENT TO RESTRICTIVE COVENANTS

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

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

By: [Signature]
Hugh G Rider, Manager

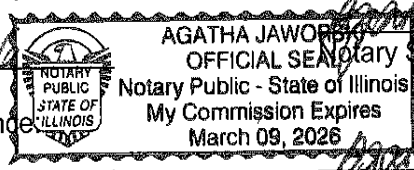
STATE OF Illinois)
) SS:
COUNTY OF Cook)

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 HUD Amendment to Restrictive Covenants 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:

3/9/2026
County of Residence: Cook



[Signature]
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; 13 USC 3729, 3802; 24 CFR Parts 25, 28 and 30; and 2 CFR Parts 180 and 2424.

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SIGNATURE PAGE OF TRUSTEE TO HUD RIDER TO RESTRICTIVE COVENANTS

TRUSTEE:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
a national banking association

By: *Hadir Bowers*
Its: *Vice President*
Printed: *HADIR BOWERS*

STATE OF *Florida*)
COUNTY OF *Duval*) SS:

Before me, a Notary Public in and for the said County and State, personally appeared *Hadir Bowers*, the *Vice President* of The Bank of New York Mellon Trust Company, N.A., a national banking association, who, after being duly sworn, acknowledged the execution of the foregoing HUD Amendment to Restrictive Covenants for and on behalf of The Bank of New York Mellon Trust Company, N.A.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of *Florida*, as of this *6th* day of *December*, 2022.

My Commission Expires:

2/21/25

County of Residence:

Duval

Mirnesa Velic
Notary Signature

Mirnesa Velic
Notary Printed



MIRNESA VELIC

Notary Public
State of Florida
Comm# HH210609
Expires 12/21/2025

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; 13 USC 3729, 3802; 24 CFR Parts 25, 28 and 30; and 2 CFR Parts 180 and 2424.

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SIGNATURE PAGE OF AGENCY TO HUD AMENDMENT TO RESTRICTIVE COVENANTS

AGENCY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: *Maureen G. Ohle*
 Its: General Counsel
 Printed: Maureen G. Ohle

STATE OF IL)
) SS:
 COUNTY OF Cook)

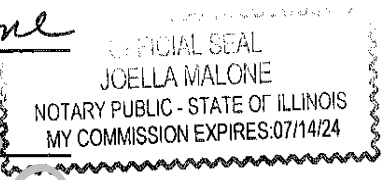
Before me, a Notary Public in and for the said County and State, personally appeared Maureen G. Ohle, the General Counsel of Illinois Housing Development Authority, an agency organized and existing under the laws of the State of Illinois, who, after being duly sworn, acknowledged the execution of the foregoing HUD Amendment to Restrictive Covenants for and on behalf of the Illinois Housing Development Authority.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of IL, as of this 27 day of December, 2022.

My Commission Expires: 7/14/24

County of Residence: Cook

Joella Malone
 Notary Signature
JOELLA MALONE
 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; 13 USC 3729, 3802; 24 CFR Parts 25, 28 and 30; and 2 CFR Parts 180 and 2424.

This instrument was prepared by Michael B. Reichert, Attorney-at-Law, Dinsmore & Shohl LLP, One Indiana Square, Suite 1800, Indianapolis, Indiana 46204-4208.

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EXHIBIT "A" LEGAL DESCRIPTION

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

7001, 7009 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 NORTHWEST 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