

# UNOFFICIAL COPY

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 #11551

41040527



Doc# 2306722043 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/08/2023 11:24 AM PG: 1 OF 18

## USE AGREEMENT

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

This Agreement entered into this 1st day of January 2023 by and between **SOUTHBRIDGE 4 MASTER OWNER LLC**, an Illinois limited liability company with its principal offices located at 135 South LaSalle St., Ste. 3550, Chicago, Illinois 60603 (the "Master Owner"), **SOUTHBRIDGE 1-4 HOUSING LLC**, an Illinois limited liability company with its principal offices located at 135 South LaSalle St., Ste. 3550, Chicago, Illinois 60603 (the "Master Tenant"; together with Master Owner, collectively, the "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

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Owner, for the property known as, 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:

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 June 1, 2052 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

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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. 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

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Project's office during regular business hours.

Owner must certify annually by April 1st of each year, 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.

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 annexed the day and year written below.


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**OWNER:**

**SOUTHBRIDGE 4 MASTER OWNER LLC**  
an Illinois limited liability company

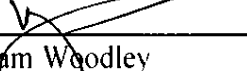
By: **ICKES MASTER DEVELOPER JV LLC**  
an Illinois limited liability company  
its sole member

By: **THE COMMUNITY BUILDERS, INC.**  
**d/b/a TCB NFP Illinois, Inc.**  
a Massachusetts not-for-profit corporation  
its managing member

By:   
Name: William Woodley  
Title: Authorized Agent

**SOUTHBRIDGE 1-4 HOUSING LLC**  
an Illinois limited liability company

By: **SOUTHBRIDGE 1 HOUSING MM LLC**  
an Illinois limited liability company  
its managing member

By:   
Name: William Woodley  
Title: Authorized Agent

**GRANTEE:**

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

# UNOFFICIAL COPY

**OWNER:**

**SOUTHBRIDGE 4 MASTER OWNER LLC**

an Illinois limited liability company

By: **ICKES MASTER DEVELOPER JV LLC**

an Illinois limited liability company

its sole member

By: **THE COMMUNITY BUILDERS, INC.**

**d/b/a TCB NFP Illinois, Inc.**

a Massachusetts not-for-profit corporation

its managing member

By: \_\_\_\_\_

Name: William Woodley

Title: Authorized Agent

**SOUTHBRIDGE 1-4 HOUSING LLC**

an Illinois limited liability company

By: **SOUTHBRIDGE 1 HOUSING MM LLC**

an Illinois limited liability company

its managing member

By: \_\_\_\_\_

Name: William Woodley

Title: Authorized Agent

**GRANTEE:**

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_



Name: \_\_\_\_\_

**Maureen G. Ohle**

Its: \_\_\_\_\_

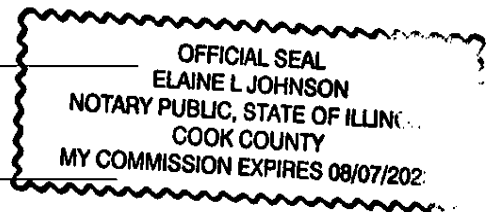
**GENERAL COUNSEL**

# UNOFFICIAL COPY

STATE OF ILLINOIS ) SS:  
COUNTY OF COOK )

On this 18th day of August, 2022, before me Elaine L. Johnson, a Notary Public in and for the City and County of Chicago, Cook, appeared William Woodley personally known and known to me to be the duly Authorized Agent of the an authorized agent of The Community Builders, Inc, a Massachusetts not-for-profit corporation and the managing member of Ickles Master Developer JV LLC, an Illinois limited liability company (the "Sole Member") and the sole member of Southbridge 4 Master Owner LLC, an Illinois limited liability company ("Master 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 Sole Member and Master Owner for the purposes herein.

Elaine L. Johnson  
NOTARY PUBLIC

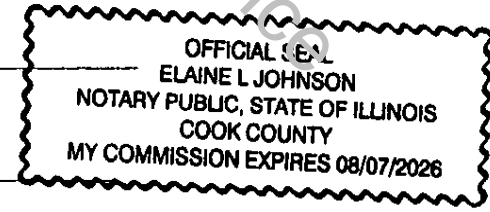


My Commission Expires: August 7, 2026

STATE OF ILLINOIS ) SS:  
COUNTY OF COOK )

On this 18th day of August, 2022, before me Elaine L. Johnson, a Notary Public in and for the City and County of Chicago, Cook, appeared William Woodley personally known and known to me to be the duly Authorized Agent of the an authorized agent of Southbridge 1 Housing MM LLC, an Illinois limited liability company (the "Managing Member") and the managing member of Southbridge 1-4 Housing LLC, an Illinois limited liability company ("Master Tenant"), 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 Managing Member and Master Tenant for the purposes herein.

Elaine L. Johnson  
NOTARY PUBLIC



My Commission Expires: August 7, 2026

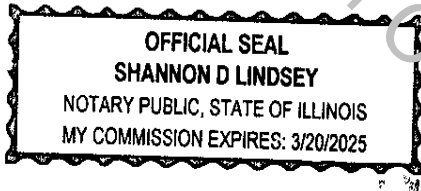
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STATE OF ILLINOIS ) SS:  
COUNTY OF COOK )

On this 3 day of March, 2023, before me SHANNON D. LINDSEY, a Notary Public in and for the County of Cook, CHICAGO, appeared Maureen G. O'Hea 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 August \_\_\_ 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: 03/20/2025



Property of Cook County Clerk's Office



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## EXHIBIT A LEGAL DESCRIPTION

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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CHICAGO, IL 60602-1387

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## EXHIBIT "A"

UNITS R1, R2, R3, R4 AND R5 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SOUTHBRIDGE 1-4 CONDOMINIUM IN THE DECLARATION OF LEASEHOLD CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR SOUTHBRIDGE 1-4 CONDOMINIUM RECORDED AS DOCUMENT 2213219033, AS DELINEATED ON THE PLAT OF SURVEY THE FOLLOWING DESCRIBED REAL ESTATE:

### PARCEL 1:

THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE GROUND LEASE, EXECUTED BY CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LANDLORD, AND TCB DEVELOPMENT SERVICES LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS TENANT, DATED AS OF JANUARY 16, 2020, WHICH LEASE WAS RECORDED JANUARY 17, 2020, AS DOCUMENT NUMBER 2001719057, ASSIGNED BY THE ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE, DATED AS OF JANUARY 16, 2020, BY AND AMONG SAID TCB DEVELOPMENT SERVICES LLC, SOUTHBRIDGE 4 MASTER OWNER LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND SOUTHBRIDGE 1-4 HOUSING LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, WHICH ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE WAS RECORDED JANUARY 17, 2020, AS DOCUMENT NUMBER 2001719058, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED PROPERTY FOR A TERM OF 99 YEARS ENDING JANUARY 15, 2119:

THAT PART OF LOTS 1 THROUGH 12 (BOTH INCLUSIVE), THAT PART OF LOTS 40 THROUGH 46 (BOTH INCLUSIVE), AND THAT PART OF THE NORTH-SOUTH 15 FOOT WIDE PUBLIC ALLEY VACATED PER DOCUMENT NUMBER 15805877, RECORDED JANUARY 6, 1954, ALL IN BLOCK 10, IN UHLICH AND MUHLKE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH HALF OF THE SOUTH HALF THEREOF) IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 01 DEGREES 31 MINUTES 56 SECONDS EAST, ALONG AN ASSUMED BEARING, BEING THE EAST LINE OF SAID LOTS 1 THROUGH 12, ALSO BEING THE WEST LINE OF STATE STREET, 289.70 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 48 SECONDS WEST 116.21 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 56 SECONDS WEST 74.55 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 04 SECONDS WEST 35.00

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FEET; THENCE NORTH 01 DEGREE 31 MINUTES 56 SECONDS WEST 151.00 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 04 SECONDS EAST 37.00 FEET; THENCE NORTH 01 DEGREE 31 MINUTES 56 SECONDS WEST 64.15 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE NORTH 88 DEGREES 29 MINUTES 48 SECONDS EAST ALONG SAID NORTH LINE, ALSO BEING THE SOUTH LINE OF W. 23RD STREET 114.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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.

SAID PARCEL CONTAINS 38,823 SQUARE FEET OR 0.891 ACRES, MORE OR LESS.

- Common Addresses: 2302-2322 S. State Street, Chicago IL 60616
- Residential Address: 2310 S. State Street, Chicago IL 60616
- Retail Addresses: 2302 S. State Street, Chicago IL 60616;
- 2306 S. State Street, Chicago IL 60616;
- 2318 S. State Street, Chicago IL 60616;
- 2322 S. State Street, Chicago IL 60616

**PROPERTY PINS**

- Property Pins: 17-28-218-028 (affects part of the land and other property),
- 17-28-218-029 (affects part of the land and other property), and
- 17-28-218-030 (affects part of the land and other property)

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## EXHIBIT B CONSENT OF MORTGAGEES

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

# UNOFFICIAL COPY

## CONSENT OF MORTGAGEE

CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION, HOLDER OF A NOTE SECURED BY A MULTIFAMILY LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT AND FIXTURE FILING DATED JANUARY 1, 2020 AND RECORDED JANUARY 17, 2020 AS DOCUMENT NUMBER 2001719066, 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 22 DAY OF August, 2022.

CITIBANK, N.A.

By: Znebo M. Maket  
Name: Znebo M. Maket  
Its: Authorized Signatory

Office of Cook County Clerk's Office

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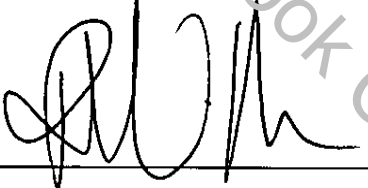
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of New York )  
County of New York )

On August 22, 2022, before me, Reneisha Williams, a Notary Public, personally appeared Zineb Morabet, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

**RENEISHA WILLIAMS**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
**NO. 01WI6421579**  
**QUALIFIED IN KINGS COUNTY**  
**COMMISSION EXPIRES 08/07/2025**

Notary of Cook County Clerk's Office

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## CONSENT OF MORTGAGEE

CITY OF CHICAGO, A MUNICIPAL CORPORATION, HOLDER OF: A NOTE SECURED BY A JUNIOR MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT DATED AS OF JANUARY 16, 2020 AND RECORDED JANUARY 17, 2020 AS DOCUMENT NUMBER 2001719085; BOTH 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 24<sup>th</sup> DAY OF August, 2022

CITY OF CHICAGO, ILLINOIS

By: Marisa Novara  
Name: Marisa Novara  
Its: Department of Housing Commissioner

### MORTGAGEE'S NOTARY CERTIFICATE

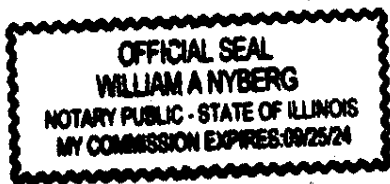
STATE OF )  
  ) SS  
COUNTY OF )

I, William A Nyberg, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT MARISA NOVARA, COMMISSIONER OF THE DEPARTMENT OF HOUSING OF THE CITY OF CHICAGO 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 COMMISSIONER OF THE DEPARTMENT OF HOUSING FOR THE CITY OF CHICAGO, AS HER FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF THE DEPARTMENT OF HOUSING OF THE CITY OF CHICAGO FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 24<sup>th</sup> DAY OF August, A.D., 2022

W.A. Nyberg  
Notary

(seal)



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## CONSENT OF MORTGAGEE

CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, HOLDER OF: (i) A NOTE SECURED BY A SUBORDINATE MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT DATED AS OF JANUARY 16, 2020 AND RECORDED ON JANUARY 17, 2020 AS DOCUMENT NUMBER 2001719080; (ii) A NOTE SECURED BY A DONATION TAX CREDIT SUBORDINATE MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT DATED AS OF JANUARY 16, 2020 AND RECORDED ON JANUARY 17, 2020 AS DOCUMENT NUMBER 2001719096; 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 23<sup>rd</sup> DAY OF June, 2022.

CHICAGO HOUSING AUTHORITY

By: *Tracey Scott*  
Tracey Scott  
Chief Executive Officer

### MORTGAGEE'S NOTARY CERTIFICATE

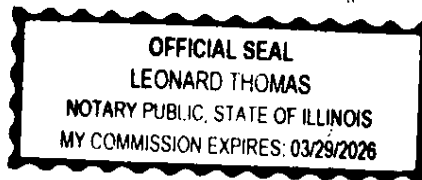
STATE OF )  
) SS  
COUNTY OF )

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 THE CHICAGO HOUSING AUTHORITY, AS HER FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF THE CHICAGO HOUSING AUTHORITY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 23<sup>rd</sup> DAY OF June 2022 A.D., 2022.

*Leonard Thomas*  
Notary

(seal)





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## CONSENT OF MORTGAGEE

**TCB DEVELOPMENT SERVICES LLC**, AN ILLINOIS LIMITED LIABILITY COMPANY, HOLDER OF A NOTE SECURED BY A LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED JANUARY 16, 2020 AND RECORDED JANUARY 17, 2020 AS DOCUMENT NUMBER 2001719090, 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 13 DAY OF June, 2022.

### TCB DEVELOPMENT SERVICES LLC

By: The Community Builders, Inc.  
Its sole member and manager

By: Jessica Elton  
Name: Jessica Elton  
Its: Authorized Agent

### MORTGAGEE'S NOTARY CERTIFICATE

COMMONWEALTH OF MASSACHUSETTS )

) SS

COUNTY OF SUFFOLK )

I, KERI J. DAILEY, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT JESSICA ELTON, AUTHORIZED AGENT OF THE COMMUNITY BUILDERS, INC., THE SOLE MEMBER AND MANAGER OF TCB DEVELOPMENT SERVICES LLC 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 AUTHORIZED AGENT OF THE COMMUNITY BUILDERS, INC., THE SOLE MEMBER AND MANAGER OF TCB DEVELOPMENT SERVICES LLC, AS HER FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF TCB DEVELOPMENT SERVICES LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 13<sup>th</sup> DAY OF JUNE, A.D., 2022.

Keri J. Dailey  
Notary

(seal)



Keri J. Dailey  
NOTARY PUBLIC  
Commonwealth of  
Massachusetts  
My Commission Expires  
10/7/2027

# UNOFFICIAL COPY

## CONSENT OF MORTGAGEE

NEW HOPE COMMUNITY CAPITAL, INC. A MASSACHUSETTS NONPROFIT CORPORATION, HOLDER OF A NOTE SECURED BY A LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED JANUARY 16, 2020 AND RECORDED JANUARY 17, 2020 AS DOCUMENT NUMBER 2001719102, 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 13 DAY OF June, 2022.

NEW HOPE COMMUNITY CAPITAL, INC.

By: [Signature]  
Name: Jessica Elton  
Its: Authorized Agent & Vice President

### MORTGAGEE'S NOTARY CERTIFICATE

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS  
COUNTY OF SUFFOLK )

I, KERI J. DAILEY, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT JESSICA ELTON, AUTHORIZED AGENT AND VICE PRESIDENT OF NEW HOPE COMMUNITY CAPITAL, 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 HER CAPACITY AS AUTHORIZED AGENT AND VICE PRESIDENT OF NEW HOPE COMMUNITY CAPITAL, INC., AS HER FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF NEW HOPE COMMUNITY CAPITAL, INC. FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 13<sup>th</sup> DAY OF JUNE, A.D., 2022.

[Signature]  
Notary

(seal)



Keri J. Dailey  
NOTARY PUBLIC  
Commonwealth of  
Massachusetts  
My Commission Expires  
10/7/2027