

# UNOFFICIAL COPY

Doc#: 2401741087 Fee: \$107.00

Karen A. Yarbrough

Cook County Clerk

Date: 01/17/2024 11:36 AM Pg: 1 of 10

**Record and Return to:**

Office of Property Disposition  
US Dept. of HUD  
307 W. Seventh Street, Suite 1000  
Fort Worth, TX 76102

1328-30 S. Sawyer  
Chicago, IL  
Lawndale Restoration Group 19B  
Formerly FHA No.: 071-55203  
Property ID: 800039712

## AMENDMENT AND RESTATEMENT OF SPECIAL WARRANTY DEED

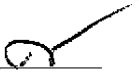
This Amendment to Restatement of Special Warranty Deed (this "Restated Deed") is entered into as of the 31<sup>st</sup> day of October, 2023, by and between the SECRETARY OF HOUSING AND URBAN DEVELOPMENT (the "Grantor" or "HUD") and ADJUA ADJEI-DANSO, owner-occupants, (the "Grantee" or the "Owner")

WHEREAS, Grantor conveyed to the City of Chicago (the "City") certain parcels of land and the improvements thereon located in the City of Chicago, County of Cook, State of Illinois, ("Lawndale Restoration Property") pursuant to a Special Warranty Deed dated and recorded January 17, 2006, in the Cook County Recorder of Deeds, Document No. 601732078 (the "Deed");

WHEREAS, HUD conveyed the Lawndale Restoration Property subject to a set of restrictive covenants numbered I through XII set forth in the Deed (the "Restrictive Covenants");

WHEREAS, the property located at 1328 S. Sawyer, which is more fully described in Exhibit A (the "Property") and was a part of the Lawndale Restoration Property, was subsequently conveyed to TWG-LCDC, LLC ("LCDC"); and

WHEREAS, LCDC completed rehab between 2021 and 2023, marketed the property for sale in 2023, and requested HUD to treat the property as part of the original Lawndale transfer;

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Chicago Title 234 SC 140010212 3005 801

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WHEREAS, Grantor and Owner wish to amend the Restrictive Covenants on the Property and only the Property, to terminate expired provisions II, IV, V, X, and XII thereof from the Deed, as set forth in more detail herein;

WHEREAS, Grantor and Owner further wish to amend the Restrictive Covenants as they pertain to the Property to restate the remaining Restrictive Covenants listed in the Deed, as set forth in more detail herein; and

WHEREAS, Grantor does not make these same amendments to the Restrictive Covenants to the remaining portions of the Lawndale Restoration Property that do not include the Property (the "Other Lawndale Restoration Properties");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Owner hereby agree that the Restrictive Covenants applying to the Property as set forth in the Deed shall no longer apply, and that the Property shall be bound by the amended and restated restrictive covenants herein only. Furthermore, Grantor and Owner agree that any past, existing and/or future default under the Restrictive Covenants remaining on the Other Lawndale Restoration Properties shall have no effect on, and shall not be enforceable against the Property, Owner, or any of Owner's successors. As to the Property only, Restrictive Covenants I through XII of the Deed are amended and restated as follows:

## I. ENFORCEMENT

is hereby restated as follows:

The covenants set forth in this Restated Deed shall run with the land hereby conveyed and, to the fullest extent permitted by law and equity, shall be binding for the benefit and in favor of and enforceable by the Grantor and his successors in office.

The Grantor shall be entitled to (a) institute legal action to enforce performance and observance of these covenants, (b) enjoin any acts which are violative of these covenants, and (c) exercise any other legal or equitable right or remedy with respect to these covenants.

In addition, the covenants, if any, set forth in this Restated Deed relating to Section 8 assistance shall be enforceable against the Owner or any and all successors or assigns by any tenant or applicant eligible for assistance under the Section 8 program.

## II. RESTRICTED UNITS FOR CHRONICALLY HOMELESS PERSONS

is hereby deleted.

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## III. AFFORDABILITY OF UNITS

is hereby restated as follows:

### Use Restriction – (For Rental Units)

1. The Owner must maintain the property as affordable housing for a period of twenty (20) years after the effective date of the Deed (i.e., until January 17, 2026), or such earlier time as the Grantor may specify in writing (the "Restricted Period").
2. Any change to the number or configuration or residential units required to be maintained, as affordable housing, must receive prior written approval from HUD.
3. The Owner will not unreasonably refuse to lease units to, or otherwise discriminate against, very low-income families.

### Income Eligibility Limitation

During the Restricted Period, the Owner shall market all dwelling units as affordable housing. HUD's prior written approval must be obtained for any change. The Owner may only rent the affordable units to families with adjusted gross annual income that does not exceed 80 percent of the area median income, adjusted for family size.

### Maintenance of Rents at Affordable Levels

1. Affordable means the least of:
  - a. The unit rent does not exceed thirty percent (30%) of eighty percent (80%) of the area median income, not necessary the income of the family, as determined by HUD, with adjustment for family size, less a reasonable utility allowance for utilities paid by the tenant; or
  - b. The Section 8 Voucher Payment Standard less the utility allowance established by the voucher provider; or
  - c. Market Rent in the immediate area established by a rent comparability study, prepared at the Owner's expense, in accordance with HUD requirements.

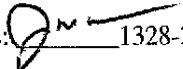
### Annual Certification

The Owner shall certify to HUD annually, in a manner acceptable to HUD, that the requirements in the above paragraphs have been fulfilled

### For Buildings with an Owner-Occupied Unit.

After rehabilitation or new construction, there may be a building sold to an individual who intends to occupy a unit within the building as set forth herein (an "owner-occupant") as approved by HUD. HUD hereby approves Adjua Adjei-Danso as Owner-occupant Purchaser.

The owner-occupant must occupy the unit as its principal residence through January 17, 2026, the expiration date of this Restated Deed, or upon earlier sale of the building; must sell to, either another owner-occupant, whose income is at or below one hundred and fifteen percent (115%) of the area median income; or an owner who will rent the unit to an income eligible family who qualifies under the Rental Housing requirements listed above.

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All other units in the building must also be rented to families who qualify under the Rental Housing requirements. In that event the owner-occupant is restricted to a household having an income at or below one hundred and fifteen percent (115%) of the area median income, adjusted for smaller or larger family size. Applicable income limits shall be those published by HUD for Chicago, IL PMSA that are in effect at the time the owner-occupant qualifies for permanent financing for the purchase.

**For Buildings Converted to Condominiums**

After rehabilitation or new construction up to 62 condominium units may be created with HUD's approval. Each condominium unit must be owner-occupied, by a household having an income at or below one hundred and fifteen percent (115%) of the area median income, adjusted for smaller or larger family size. Applicable income limits shall be those published by HUD for Chicago, IL PMSA that are in effect at the time the owner-occupant qualifies for permanent financing for the purchase.

The owner-occupant must occupy the unit as its principal residence for at least ten years, from the date of this Restated Deed, or upon earlier sale of the building; must sell to, either another owner-occupant, whose income is at or below one hundred and fifteen percent (115%) of the area median income.

**IV. REQUIRED REHABILITATION AND RELOCATION**

is hereby deleted;

**V. POST-CLOSING REHABILITATION REQUIREMENTS**

Is hereby deleted;


**VI. LEAD-BASED PAINT HAZARDS and****VII. ASBESTOS HAZARDS**

are now known as  
ENVIRONMENTAL HAZARDS  
and are hereby updated as follows:

**Owner covenants to:**

1. Investigate and test the Property for substances, chemicals, and waste (collectively "Hazardous Substances") and perform cleanup, remedial, removal or restoration work as may be required by any governmental authority ("Inspect and Remediate Requirements").
2. Indemnify, defend, and hold HUD harmless from any liability arising from Owner's failure to satisfactorily perform the Inspect and Remediate Requirements. Owner acknowledges that HUD's acceptance of any work associated with the Inspect and Remediate Requirements is not a warranty that all Hazardous Substances have been eliminated from the Property and does not relieve Owner of its ongoing responsibility to comply with appropriate governmental authorities.

**Owner shall comply with Inspect and Remediate Requirements and any additional Hazardous Substances it becomes aware of concerning:**

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**ASBESTOS:** 29 CFR 1926 and any subsequent regulations(s) including, but not limited to, all federal, state, and local laws regarding detection, abatement, containment, and removal of asbestos containing materials.

**LEAD-BASED PAINT:** 42 USC 4821-4886 and the regulations thereunder, 24 CFR Part 35. Owner shall inspect, test, and abate any lead-based paint. Owner shall comply with Section 35.88 "Disclosure Requirements for Sellers and Lessors" and Section 35.92 "Certification and Acknowledgment of Disclosure" of 24 CFR, *Lead Based Paint Poisoning Prevention in Certain Residential Structures*.

**RADON:** All federal, state, and local laws, and EPA guidelines regarding detection and abatement of radon.

**MOLD:** All federal, state, and local laws, and EPA guidelines regarding detection and abatement of mold.

**TOXIC AND HAZARDOUS SUBSTANCES:** 29 CFR 1926 subpart Z (where a list of applicable substances can be found).

## **Operations and Maintenance Plan:**

Owner shall develop and maintain on the site at all times an Operations and Maintenance Plan (O&M Plan) that complies with EPA guidelines for Operations and Maintenance Programs.

The O&M Plan shall:

- a. Identify areas where Hazards exist;
- b. Establish guidelines for maintenance work and repairs and employee training;
- c. Establish tenant notification systems; and
- d. Assure appropriate monitoring, job-site controls, work practices, record keeping, and worker protections.

## **VIII. NONDISCRIMINATION AGAINST SECTION 8 CERTIFICATE HOLDERS AND VOUCHER HOLDERS**

is hereby restated as follows:

In order to comply with Section 204 of the Housing and Community Development Amendments of 1978, 12 USC § 1701z-12, as amended, the Owner, for itself, its successor and assigns, agrees not to unreasonably refuse to lease or sell a dwelling unit offered for rent or sale, refuse to offer or sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative or single family purchase and sale because any tenant, homebuyer or Owner is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 USC §1437f), or any successor legislation hereinafter referred to as "Section 8". This provision is limited in application for tenants or applicants with Section 8 Certificates or Vouchers, to those units, which rent for an amount not greater than one-hundred and twenty percent (120%) of the Section 8 fair market rent for a comparable unit in the area as determined by HUD. For units offered for sale as homeownership, Owner shall not discriminate against Section 8 Homeownership Voucher Holders because of their status as a Section 8 Homeownership Voucher Holder, which includes,

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- 1) Refusing to sell a dwelling after a bona fide offer has been made,
- 2) Refusing to negotiate for the sale of a dwelling,
- 3) Failing to process an offer or to communicate an offer accurately,
- 4) Imposing more strenuous or less advantageous requirement in the terms, conditions, or privileges of sale,
- 5) Engaging in any conduct relating to the provision of housing which otherwise makes unavailable or denies the opportunity to purchase, or
- 6) Making, printing, or publishing or causing to be made, printed, or published, any notice, statement, or advertisement with respect to the sale of a single-family home that indicates a less advantageous preference or more strenuous limitation.

## **IX. EQUITY PARTICIPATION**

is hereby deleted.

## **X. FIRST RIGHT OF RETURN**

is hereby deleted.


## **XI. HOUSING ASSISTANCE PAYMENTS CONTRACT**

is hereby deleted.

## **XII. UPFRONT GRANT AGREEMENT**

Is hereby deleted.

[SIGNATURE PAGES TO FOLLOW]

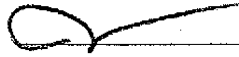
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IN WITNESS WHEREOF, the undersigned have executed this Amendment the day and date first set forth above.

GRANTOR

**SECRETARY OF HOUSING AND  
URBAN DEVELOPMENT**

By:   
Name: Jovanna M. Morales  
Title: Director  
Property Disposition Division

STATE OF TEXAS )

) ss.:

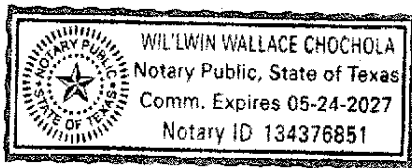
COUNTY OF TARRANT )

On the 24<sup>th</sup> day of August in the year 2023 before me, the undersigned, personally appeared Jovanna M. Morales, Director, Property Disposition Division, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

My commission expires:

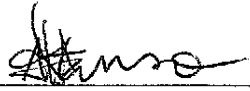




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IN WITNESS WHEREOF, the undersigned have executed this Amendment the day and date first set forth above.

PURCHASER

By:   
Name: Adjuha Adjei-Danso

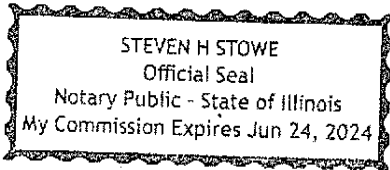
STATE OF ILLINOIS )  
) ss.:  
COUNTY OF Cook )

On the 30 day of October in the year 2023 before me, the undersigned, personally appeared 1 personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

My commission expires 6/24/2024





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Exhibit A  
Legal Description:

LOT 12 IN SUB-BLOCK 2 IN BLOCK 2 OF PRESCOTTS DOUGLAS ADDITION TO CHICAGO BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE, IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN3: 16-23-212-024

1328 S. SAWYER

LOT DIMENSION 25X125 FEET

**chicago il 60623**

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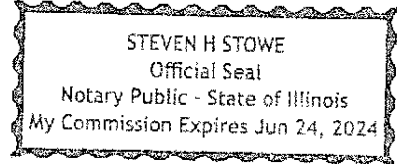
## STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 10/30, 2023

\_\_\_\_\_  
Signature  
William B. Lundstrom



Print Name

Subscribed and sworn to before me this 30 of October, 2023.

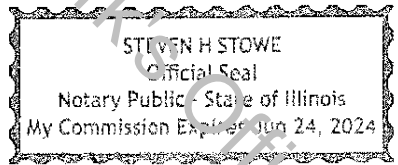
SHS  
\_\_\_\_\_  
Notary Public

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 10/30, 2023

\_\_\_\_\_  
Signature  
William B. Lundstrom



Print Name

Subscribed and sworn to before me this 30 of October, 2023.

SHS  
\_\_\_\_\_  
Notary Public

**NOTE:** Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.