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Doc# 2417830084 Fee \$88.00
ILRHSP FEE:\$18.00 RPRF FEE:\$1.00
BLANKET FEE:\$75.00
CEDRIC GILES
COOK COUNTY CLERK'S OFFICE
DATE: 6/26/2024 4:14 PM
PAGE: 1 OF 9

Prepared by and Upon Recordation, return to:
U.S. Dept. of HUD
Property Disposition Division
307 W. Seventh Street, Suite 1000
Fort Worth, TX 76102

1302, 1307, 1311, 1325, 1328 & 1329 S. Spaulding Ave.
Lawndale Restoration - Group 9
Chicago, IL 60623
Formerly FHA 071-35622
IREM 800006035

AMENDMENT AND RESTATEMENT OF SPECIAL WARRANTY DEED

This Amendment and Restatement of Special Warranty Deed (this "Restated Deed") is entered into as of the 12 day of June, 2024, by and between the Secretary of Housing and Urban Development (HUD or the "Grantor") and Spaulding Flats LLC (hereinafter "Grantee", "Owner" or "Purchaser")

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. 0601732078 (the "Deed");

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

WHEREAS, property described more specifically at Exhibit A, commonly known as 1302, 1307, 1311, 1325, 1328 and 1329 S. Spaulding (the "Property"), being a portion of the Lawndale Restoration Property, was subsequently conveyed by the City to Community Ventures Investment Corporation ("Seller") ; and

WHEREAS, the Property was subsequently conveyed by Seller to Purchaser; and

WHEREAS, Grantor and Purchaser wish to amend and restate the Restrictive Covenants as they pertain to the Property only, as set forth in more detail herein; and

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Purchaser hereby agree that the Restrictive Covenants applying to the Lawndale Restoration Property as set forth in the Deed shall no longer apply to the Property, and that the Property shall be bound by the Restrictive Covenants as amended and restated herein only. Furthermore, Grantor and Purchaser 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, Purchaser or any of Purchaser'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 Purchaser 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:

III. AFFORDABILITY OF UNITS

is hereby restated as follows:

Use Restriction

1. The Purchaser 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 Purchaser will not unreasonably refuse to lease units to, or otherwise discriminate against, very low-income families.

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Income Eligibility Limitation

During the Restricted Period, the Purchaser shall market all 6 dwelling units as affordable housing. HUD's prior written approval must be obtained for any change. The Purchaser 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 Purchaser's expense, in accordance with HUD requirements.

Annual Certification

The Purchaser 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"). 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.

The owner-occupant must occupy the unit as its principal residence for at least twenty years, from the date of this Restate 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. All other units in the building must also be rented to families who qualify under the Rental Housing requirements.

For Buildings Converted to Condominiums

After rehabilitation or new construction up to 62 condominium units may be created with HUD's approval from the Lawndale Restoration Property. 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.

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The owner-occupant must occupy the unit as its principal residence for at least twenty 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:

Purchaser 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 Purchaser's failure to satisfactorily perform the Inspect and Remediate Requirements. Purchaser 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 Purchaser of its ongoing responsibility to comply with appropriate governmental authorities.

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

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. Purchaser shall inspect, test and abate any lead-based paint. Purchaser 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).

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Operations and Maintenance Plan:

Purchaser 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 Purchaser, 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 Purchaser 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, Purchaser shall not discriminate against Section 8 Homeownership Voucher Holders because of their status as a Section 8 Homeownership Voucher Holder, which includes,

- 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.

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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]

Property of Cook County Clerk's Office

Initials: 

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

GRANTOR

**SECRETARY OF HOUSING AND
URBAN DEVELOPMENT**

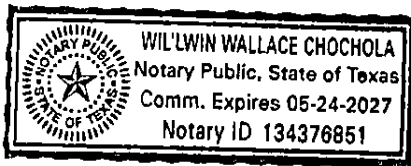
By: _____
Name: Jovanna M. Morales
Title: Director
Property Disposition Division

STATE OF TEXAS)

) ss.:

COUNTY OF TARRANT)

On the 7th day of May in the year 2024 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.



Wil'lwain Wallace Chochola

Notary Public

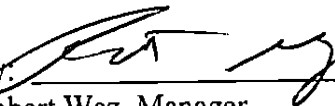
My commission expires:

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

PURCHASER


SPAULDING FLATS LLC

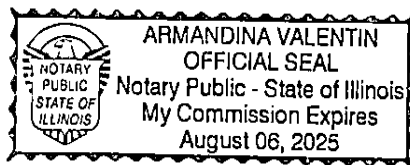
By: 
Robert Waz, Manager
2832 Commerce St.
Franklin Park, IL 60131

STATE OF Illinois)

COUNTY OF COOK)

On the 1st day of June in the year 2024 before me, the undersigned, personally appeared, 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 08/06/2025



UNOFFICIAL COPY**EXHIBIT A**

Legal Descriptions:

LOT 2 IN BLOCK 4 IN DOWNING, CORNING AND PRENTISS' DOUGLAS PARK ADDITION TO CHICAGO, A SUBDIVISION OF BLOCK 4 AND LOT 2 IN BLOCK 3 IN THE 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.

PIN#: 16-23-211-015 1302 S. SPAULDING LOT DIMENSION: 25X125 FEET

LOTS 32 AND 33 IN SUB-BLOCK 2 OF BLOCK 2 OF PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO BEING A SUBDIVISION OF BLOCK 2 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.

PIN#: 16-23-212-004 1312 S. SPAULDING LOT DIMENSION: 50X125 FEET
16-23-212-005

LOT 26 IN SUB-BLOCK 2 OF BLOCK 2 IN PRESCOTT'S DOUGLAS PARK 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.

PIN#: 16-23-212-010 1325 S. SPAULDING LOT DIMENSION: 25X125 FEET

LOT 13 IN BLOCK 4 IN DOWNING, CORNING AND PRENTISS' DOUGLAS PARK ADDITION TO CHICAGO, A SUBDIVISION OF BLOCK 4 AND LOT 2 IN BLOCK 3 IN THE 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.

PIN#: 16-23-211-026 1328 S. SPAULDING LOT DIMENSION: 25X125 FEET

LOT 24 IN SUB-BLOCK 2 OF BLOCK 2 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO BEING A SUBDIVISION OF BLOCK 2 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.

PIN#: 16-23-212-012 1329 S. SPAULDING LOT DIMENSION: 25X125 FEET