

UNOFFICIAL COPY



Doc# 2420110018 Fee \$88.00
ILRHSP FEE:\$10.00 RPRF FEE:\$1.00
CEDRIC GILES
COOK COUNTY CLERK'S OFFICE
DATE: 7/19/2024 4:01 PM
PAGE: 1 OF 18

**THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:**

Karen Sun
Assistant Corporation Counsel
City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

41069339-13

**FIRST AMENDMENT TO HOUSING LOAN AGREEMENT
AND RELATED FINANCING DOCUMENTS**

This First Amendment to Housing Loan Documents and Related Financing Documents (the "First Amendment" or the "Agreement") is made in Chicago, Illinois on June 20, 2024 (the "Closing Date"), by and between the City of Chicago, an Illinois municipal corporation (the "City"), by and through its Department of Housing ("DOH"), and 1668 W. OGDEN AVE. LLC, an Illinois limited liability company (defined below)

A. The City has certain funds available from a variety of funding sources ("Multi-Family Program Funds") to make loans and grants for the development of multi-family residential housing to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, and such Multi-Family Program Funds are administered by DOH.

B. The City Council, pursuant to an ordinance enacted on October 2, 1995, authorized DOH to make a loan of Multi-Family Program Funds in the principal amount of \$1,492,474, with an interest rate of zero percent per annum and a term not to exceed 32 years (the "City Loan"), to The Cathedral Shelter of Chicago, an Illinois not-for-profit corporation (the "Original Borrower"), for the acquisition and rehabilitation of a building located at 1660-1666 West Ogden Avenue and the rehabilitation of a building located at 1668-1674 West Odgen Avenue, in Chicago, Illinois, as more fully described in APPENDIX I (the "Property").

C. The current balance on the City Loan is approximately \$1,492,474.

y
18
y
SC y
INT a

UNOFFICIAL COPY

D. The City Loan is evidenced by, that certain Regulatory Agreement by and between the City and the Original Borrower dated February 16, 1996 and recorded February 16, 1996 as Document No. 96127984 (the "Regulatory Agreement"); that certain Mortgage, Security Agreement and Financing Statement by the Original Borrower to City dated February 16, 1996 and recorded February 16, 1996 as Document No. 96127985 (the "Mortgage") to secure a Note to the City dated February 16, 1996 for \$1,492,474 (the "Note"); and that certain Assignment of Rents and Leases dated February 16, 1996 and recorded February 16, 1996 as Document No. 96127986 ("Assignment of Rents and Leases", and together with the Regulatory Agreement and the Mortgage collectively referred to herein as, the "Recorded Agreements").

E. The Original Borrower also entered into that certain Environmental Indemnity Agreement dated February 16, 1996 (the "Environmental Indemnity Agreement"), that certain Housing Loan Agreement with the City dated February 16, 1996 (the "Loan Agreement", and collectively with the Environmental Indemnity Agreement, the Note and the Recorded Agreements, the "City Loan Documents").

F. The City Loan Documents together with any other documents executed in connection with the City Loan are collectively referred to herein as the "Financing Documents."

G. The Original Borrower restructured its organization and transferred the Property and its rights, duties and obligations under the Financing Documents to its successor 1668 W. OGDEN AVE. LLC, an Illinois limited liability company (the "Replacement Borrower").

H. As of the Closing Date, in order to conduct the rehabilitation of the rental units located at the Property, the Replacement Borrower procured (i) a loan from Illinois Housing Development Authority, a body corporate and politic, organized and existing under the laws of the State of Illinois ("IHDA" or the "New Senior Lender"), in an amount not to exceed \$1,896,961 (the "New Senior Loan") which will be secured by a mortgage in favor of IHDA (the "New Senior Mortgage") and governed by a Regulatory Agreement (Trust Fund Loan) (the "TF Regulatory Agreement"). The New Senior Loan, New Senior Mortgage, the TF Regulatory Agreement and any other documents evidencing and securing the New Senior Loan are hereinafter collectively referred to as the "New Senior Loan Documents."

I. The Replacement Borrower has requested the City's approval: (1) to extend the maturity date of the City Loan, (2) to subordinate the lien of the Mortgage to the lien of the New Senior Mortgage, (3) to amend the Regulatory Agreement and extend the affordability requirements therein, and (4) to enter into this First Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Recitals which are made a contractual part of this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Replacement Borrower agree as follows:

UNOFFICIAL COPY

AGREEMENTS

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into this First Amendment by reference and constitute a material part hereof.

Section 2. Loan Agreement. The City and Replacement Borrower agree that the Loan Agreement is amended as follows:

2.1. From and after the date hereof all references contained in the Loan Agreement to Borrower shall refer to 1668 W. OGDEN AVE. LLC, an Illinois limited liability company.

2.2. Exhibit A of the Loan Agreement shall be amended to revise the Repayment Terms and Maturity Date of the City Loan as follows:

“The entire principal balance, together with any other sums due under any of the Loan Documents shall be due and payable in full on June 1, 2056 (the “Maturity Date”); provided, however, that the term “Maturity Date” shall also mean such earlier date as of which the principal of the Loan may become due and payable because of acceleration or prepayment as provided in any of the Loan Documents.”

2.3. Section 18 regarding “Notices” shall be amended and restated as follows:

“Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addressed set forth below, by any of the following means: (a) personal service; (b) electronic communications whether by telex, telegram or telecopy; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested.

If to City: Department of Housing
121 North LaSalle Street, Room 1006
Chicago, Illinois 60602
Attn. Commissioner

With copies to: Office of Corporation Counsel
Finance and Economic Development Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn. Finance and Economic Development Division

If to Borrower: ReVive Center for Housing and Healing
1668 West Ogden Ave

UNOFFICIAL COPY

Chicago, Illinois 60612

With copies to: Winston & Strawn LLP
 1901 L Street, N.W.
 Washington, D.C. 20036-3506
 Attention: Bill Miossi
 Email: WMiossi@winston.com

2.4. The Replacement Borrower shall provide a Borrower's Counsel Opinion in a form satisfactory to the City.

Section 3. City Mortgage. The City and the Replacement Borrower agree that the Mortgage is amended as follows:

3.1. From and after the date hereof all references contained in the Mortgage to Mortgagor shall refer to 1668 W. OGDEN AVE. LLC, an Illinois limited liability company.

3.2. Certain definitions in Exhibit B of the Mortgage shall be amended and restated as follows:

(i) "Address of Mortgagor" shall mean:

ReVive Center for Housing and Healing
 1668 West Ogden Ave
 Chicago, Illinois 60612
 Attention: Erwin Mayer
 Email: emayer@revivecenter.org

With Copies to:

Winston & Strawn LLP
 1901 L Street, N.W.
 Washington, D.C. 20036-3506
 Attention: Bill Miossi
 Email: WMiossi@winston.com

(ii) "Repayment Terms and Maturity Date of the Loan" shall mean:

"The entire principal balance, together with any other sums due under any of the Loan Documents shall be due and payable in full on June 1, 2056 (the "Maturity Date"); provided, however, that the term "Maturity Date" shall also mean

UNOFFICIAL COPY

such earlier date as of which the principal of the Loan may become due and payable because of acceleration or prepayment as provided in any of the Loan Documents.”

3.3. The language in Exhibit C, “Permitted Encumbrances” of the Mortgage shall be deleted in its entirety and replaced with APPENDIX II attached hereto and incorporated herein.

Section 4. City Note. The City and the Replacement Borrower agree that the Note is amended as follows:

4.1. From and after the date hereof all references contained in the Note to Maker shall refer to 1668 W. OGDEN AVE. LLC, an Illinois limited liability company.

4.2. The language in the second (2nd) paragraph of the Note shall be amended and restated to state as follows:

“The entire principal balance, together with any other sums due under any of the Loan Documents shall be due and payable in full on June 1, 2056 (the “Maturity Date”); provided, however, that the term “Maturity Date” shall also mean such earlier date as of which the principal of the Loan may become due and payable because of acceleration or prepayment as provided in any of the Loan Documents.”

4.3. The third (3rd) paragraph of the Note shall be amended and restated to read as follows:

“The payment of the indebtedness evidenced by this Note is secured by, among other things, (i) the Mortgage, Security Agreement and Financing Statement dated of even date herewith by Maker to Holder (the “Mortgage”), (ii) the Assignment of Rents and Leases dated of even date herewith by Maker in favor of Holder (the “Assignment of Rents”), (iii) the Assignment of Contracts and Documents dated of even date herewith by Maker in favor of Holder (the “Assignment of Contracts”), and (iv) the Housing Loan Agreement dated of even date herewith between Holder and Maker (the “Loan Agreement”) and any of the other Loan Documents under which Holder has been granted a lien and security interest to secure the payment and performance by Maker of this Note, and all as amended by that certain First Amendment to Housing Loan Documents and Related Financing Documents dated June 20 2024 (collectively referred to herein as the “Loan Documents”). In connection with the Loan Agreement, Maker has executed and delivered this Note in connection with the Loan by Holder to Maker to be used for the acquisition and/or construction or rehabilitation by Maker of certain residential rental buildings (the “Project”) on the premises described on Exhibit A to the Loan Agreement (the “Premises”). All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Loan Agreement.”

UNOFFICIAL COPY

4.4. The contact information relating to the notice provisions on page 4 of the Note shall be amended and restated with the following contact information:

“IF TO HOLDER: Department of Housing
121 North LaSalle Street Room 1006
Chicago, Illinois 60602
Attn. Commissioner

WITH COPIES TO: Office of the Corporation Counsel
Finance and Economic Development Division
121 North LaSalle, Room 600
Chicago, Illinois 60602
Attn. Finance and Economic Development Division

IF TO MAKER: ReVive Center for Housing and Healing
1668 West Ogden Ave
Chicago, Illinois 60612
Attention: Erwin Mayer
Email: emayer@revivecenter.org

WITH COPIES TO: Winston & Strawn LLP
1901 L Street, N.W.
Washington, D.C. 20036-3506
Attention: Bill Miozzi
Email: WMiozzi@winston.com

Section 5. City Regulatory Agreement. The City and the Replacement Borrower agree that the Regulatory Agreement is amended as follows:

5.1. From and after the date hereof all references contained in the Regulatory Agreement to Borrower shall refer to 1668 W. OGDEN AVE. LLC, an Illinois limited liability company.

5.2. From and after the date hereof, the contact information relating to the notice provisions in Section 11 and Exhibit B shall be amended and restated with the following contact information:

Address of Borrower: ReVive Center for Housing and Healing
1668 West Ogden Ave
Chicago, Illinois 60612
Attention: Erwin Mayer
Email: emayer@revivecenter.org

UNOFFICIAL COPY

With copies to: Winston & Strawn LLP
 1901 L Street, N.W.
 Washington, D.C. 20036-3506
 Attention: Bill Miossi
 Email: WMiossi@winston.com

5.3. As a specific condition precedent to the City's consent to the First Amendment, the Replacement Borrower acknowledges and agrees that the Term of the City Regulatory Agreement is hereby modified and extended to June 1, 2056.

Section 6. Environmental Indemnity Agreement. The City and the Replacement Borrower agree that the Environmental Indemnity Agreement is amended as follows:

6.1 From and after the date hereof all references contained in the Environmental Indemnity Agreement to Borrower shall refer to 1668 W. OGDEN AVE. LLC, an Illinois limited liability company.

Section 7. Assignment of Rents and Leases. The City and the Replacement Borrower agree that the Assignment of Rents and Leases is amended and restated as follows:

7.1. From and after the date hereof all references contained in the Assignment of Rents and Leases to Assignor shall refer to 1668 W. OGDEN AVE. LLC, an Illinois limited liability company.

Section 8. Assignment of Contracts and Documents. The City and the Replacement Borrower agree that the Assignment of Contracts and Documents is amended as follows:

8.1. From and after the date hereof all references contained in the Assignment of Contracts and Documents to Assignor shall refer to 1668 W. OGDEN AVE. LLC, an Illinois limited liability company.

Section 9. Replacement Borrower's Warranties. Except as specifically modified by this First Amendment, the Replacement Borrower hereby represents, warrants and confirms to the City that as of the date hereof:

9.1. All the Financing Documents and the obligations of the Replacement Borrower thereunder remain in full force and effect, are hereby ratified and confirmed, and may be enforced against the Replacement Borrower in accordance with their terms by the City against the

UNOFFICIAL COPY

Replacement Borrower and the Property;

9.2. All representations, warranties, certifications, statements, affidavits and other items heretofore made or furnished to the City by or on behalf of the Replacement Borrower, in connection with the Financing Documents were true, accurate and complete as of the date made or furnished to the City, and continue to be true, accurate and complete as if furnished or made by or with respect to the Replacement Borrower as of the date hereof;

9.3. The Replacement Borrower acknowledges and warrants to the City that they claim no defense, right of offset or counterclaim against enforcement of the Financing Documents (as modified by this First Amendment) and have no other claim against the City;

9.4. Any Event of Default under any of the Financing Documents will be or has been cured to the satisfaction of the City as of the date hereof; and

9.5. The execution, delivery and performance of this First Amendment and the consummation of the transactions hereby contemplated are duly authorized and will not conflict with any law, statute or regulation to which the Replacement Borrower, or the Property is subject.

Section 10. No Novation. The City and the Replacement Borrower hereto acknowledge and agree that this First Amendment does not constitute a novation of the existing indebtedness under the Loan, but is intended to be an amendment and modification of the Financing Documents. Except as amended hereby, the provisions of the Financing Documents remain in full force and effect and are hereby ratified and confirmed. The Mortgage shall continue to secure repayment of all amounts due under the Note as modified by this First Amendment without loss of priority. The Mortgage, the Financing Documents and any and all renewals, modifications, extensions or advances thereunder or secured thereby (including interest thereon), unconditionally do and will remain at all times a lien, claim or charge on the Property.

Section 11. Other Terms in the Financing Documents Remain. All other provisions and terms of the Financing Documents shall remain unchanged.

Section 12. Conflicts. In the event of a conflict or inconsistency between the provisions of the Loan Agreement, the City Note or any of the other Financing Documents and the provisions of this First Amendment, the provisions of this First Amendment shall govern and control.

Section 13. Amendment Binding. This First Amendment shall be binding upon and inure to the benefit of the City and the Replacement Borrower hereto and their respective successors and assigns; provided, however, that the Replacement Borrower may not assign this First Amendment or its rights and obligations under the Financing Documents without the prior written consent of the City.

Section 14. Execution. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute a single agreement.

UNOFFICIAL COPY

Section 15. Governing Law. This First Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its conflict of laws principles.

Section 16. Severability. If any provision of this First Amendment is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this First Amendment will not be affected thereby. It is the intention of the City and the Replacement Borrower that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

Section 17. Waiver. Neither this First Amendment nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by all parties to this First Amendment. No waiver of any action or default will be implied from the failure or delay by the City to take any action in respect of such action or default. No express waiver of any condition precedent or default will affect any other default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this First Amendment or of the Financing Documents will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request.

Section 18. Indemnification. The Replacement Borrower expressly agrees that no member, official, employee or agent of the City shall be individually or personally liable to the Original Borrower or the Replacement Borrower, respectively, or any of their respective successors or assigns, in the event of any default or breach by the City under this First Amendment.

Section 19. Recording. This First Amendment shall be recorded against the Property in the Office of the Clerk of Cook County at the expense of the Replacement Borrower. Upon recording, Replacement Borrower shall immediately transmit to the City an executed original of this First Amendment showing the date and recording number of record.

Section 20. Shakman Accord.

20.1. The City is subject to the June 16, 2014 the “City of Chicago Hiring Plan” (the “2014 City Hiring Plan”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

20.2. The Replacement Borrower is aware that City policy prohibits City employees from directing any individual to apply for a position with the Replacement Borrower, either as an employee or as a subcontractor, and from directing the Replacement Borrower to hire an individual as an employee or as a subcontractor. Accordingly, the Replacement Borrower must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all

UNOFFICIAL COPY

personnel provided by the Replacement Borrower under this First Amendment are employees or subcontractors of the Replacement Borrower, not employees of the City of Chicago. This First Amendment is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Replacement Borrower.

20.3. The Replacement Borrower will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this First Amendment, or offer employment to any individual to provide services under this First Amendment, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this First Amendment, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

20.4. In the event of any communication to the Replacement Borrower by a City employee or City official in violation of Section 432(ii) above, or advocating a violation of Section 432(iii) above, the Replacement Borrower will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("**IGO Hiring Oversight**"), and also to the head of the relevant City Department utilizing services provided under this First Amendment. The Replacement Borrower will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the contract.

Section 21. Prohibition on Certain Contributions - Mayoral Executive Order No. 2011-4

21.1. The Replacement Borrower agrees that the Replacement Borrower, any person or entity who directly or indirectly has an ownership or beneficial interest in the Replacement Borrower of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, the Replacement Borrower's contractors (i.e., any person or entity in direct contractual privity with the Replacement Borrower regarding the subject matter of this First Amendment) ("**Contractors**"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (the Replacement Borrower and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "**Mayor**") or to his political fundraising committee (i) after execution of this First Amendment by the Replacement Borrower, (ii) while this First Amendment or any Other Contract is executory, (iii) during the term of this First Amendment or any Other Contract between the Replacement Borrower and the City, or (iv) during any period while an extension of this First Amendment or any Other Contract is being sought or negotiated.

21.2. The Replacement Borrower represents and warrants that from the later to occur of (a) May 16, 2011, and (b) the date the City approached the Replacement Borrower or the date the

UNOFFICIAL COPY

Replacement Borrower approached the City, as applicable, regarding the formulation of this First Amendment, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

21.3. The Replacement Borrower agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

21.4. The Replacement Borrower agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

21.5. The Replacement Borrower agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

21.6. If the Replacement Borrower intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

21.7. For purposes of this provision:

"Bundle" means to collect contributions from more than one source, which is then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which the Replacement Borrower is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common

UNOFFICIAL COPY

welfare; and

- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 1. The partners have been residing together for at least 12 months.
 2. The partners have common or joint ownership of a residence.
 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 4. Each partner identifies the other partner as a primary beneficiary in a will.

“Political fundraising committee” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Section 22. FOIA and Local Records Compliance

22.1. FOIA. The Replacement Borrower acknowledges that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 et. Seq., as amended (“FOIA”). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Replacement Borrower receives a request from the City to produce records within the scope of FOIA, then the Replacement Borrower covenants to comply with such request within 48 hours of the date of such request. Failure by the Replacement Borrower to timely comply with such request will be a breach of this Agreement.

22.2. Exempt Information. Documents that the Replacement Borrower submits to the City during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Replacement Borrower to be treated as a trade secret or information that would cause competitive harm, FOIA requires that the Replacement Borrower mark any such

UNOFFICIAL COPY

documents as “proprietary, privileged or confidential.” If the Replacement Borrower marks a document as “proprietary, privileged and confidential”, then DOH will evaluate whether such document may be withheld under the FOIA. DOH, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General’s Office and/or the courts.

22.3. Local Records Act. The Replacement Borrower acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et seq. as amended (the “Local Records Act”). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Replacement Borrower covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

Section 23. Failure to Maintain Eligibility to Do Business With the City

Failure by the Replacement Borrower or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement and the transactions contemplated thereby. The Replacement Borrower shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

Section 24. Inspector General and Legislative Inspector General

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City’s Legislative Inspector General and with the City’s Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Replacement Borrower understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

Section 25. Waste Ordinance Provisions

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, the Replacement Borrower warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the “Waste Sections”). During the period while this Agreement is executory, the Replacement Borrower’s, any general contractor’s or any subcontractor’s violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Replacement Borrower’s, general contractor’s and its subcontractor’s duty to comply with all applicable federal, state, county and

UNOFFICIAL COPY

municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement and may further affect the Borrower's eligibility for future contract awards.

Section 26. Cooperation in Investigations

It shall be the duty of every officer, employee, department, agency, contractor, subcontractor and licensee of the city, and every applicant for certification of eligibility for a city contract or program, to cooperate with the inspector general in any investigation or hearing undertaken pursuant to this chapter. Each department's premises, equipment, personnel, books, records and papers shall be made available as soon as practicable to the inspector general. Every city contract and every bid, proposal, application or solicitation for a city contract, and every application for certification of eligibility for a city contract or program shall contain a statement that the person understands and will abide by all provisions of this section.

[The remainder of this page is intentionally left blank
and signature pages follow.]

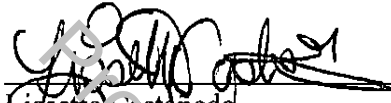
UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Housing Loan Agreement and Related Financing Documents as of the date first written above.

CITY:

CITY OF CHICAGO, acting by and through its Department of Housing

By:



Lissette Castañeda
Commissioner

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

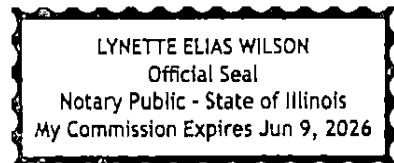
I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that Lissette Castañeda, personally known to me to be the Commissioner of the Department of Housing of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, she signed and delivered the said instrument pursuant to authority, as her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this June 12, 2024.

(SEAL)



Notary Public



[Signature(s) continued next page]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Housing Loan Agreement and Related Financing Documents as of the date first written above.

REPLACEMENT BORROWER:

1668 W. OGDEN AVE. LLC,
an Illinois limited liability company

By: *Sheila Sheridan*
Printed Name: Sheila Sheridan
Its: Authorized Signatory

STATE OF)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Sheila Sheridan, personally known to me to be the Authorized Signatory of 1668 W. OGDEN AVE. LLC and 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 that he/she signed and delivered the said instrument in his/her capacity as Authorized Signatory of 1668 W. OGDEN AVE. LLC, as his/her free and voluntary act and deed and as the free and voluntary act and deed of 1668 W. OGDEN AVE. LLC, for the uses and purposes therein set forth.

Given under my hand and official seal this 10 day of June, 2024.

.....
"OFFICIAL SEAL"
Y M TORRES
Notary Public, State of Illinois
My Commission Expires 09/28/2025
.....

Y M TORRES
Notary Public

UNOFFICIAL COPY

APPENDIX I

Legal Description

PARCEL 1:

LOTS 8, 9, 10 AND 11 IN ASSESSOR'S DIVISION OF BLOCK 11 IN SAMUEL F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 5, 6, 7 AND 8 IN PARK BANK SUBDIVISION OF BLOCK 14 AND PART OF BLOCK 11 AND SNYDER STREET VACATED BETWEEN BLOCKS 11 AND 14 IN S.F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 17-18-214-014-0000; 17-18-214-015-0000; and 17-18-214-016-0000

Commonly known as: 1668 W. Ogden Ave., Chicago, Illinois 60612

UNOFFICIAL COPY

APPENDIX II

PERMITTED ENCUMBRANCES

1. MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (TRUST FUND LOAN), dated on or about the date hereof, by and between 1668 W. OGDEN AVE. LLC, an Illinois limited liability company and ILLINOIS HOUSING DEVELOPMENT AUTHORITY
2. MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (NHTF Grant), dated on or about the date hereof, by and between 1668 W. OGDEN AVE. LLC, an Illinois limited liability company and ILLINOIS HOUSING DEVELOPMENT AUTHORITY
3. SUBORDINATION AGREEMENT, dated on or about the date hereof, by and between ILLINOIS HOUSING DEVELOPMENT AUTHORITY and 1668 W. OGDEN AVE. LLC, an Illinois limited liability company