

# UNOFFICIAL COPY

3 6 2 4 0 9 9 0

## FORM OF FIRST SUPPLEMENTAL LAND USE RESTRICTION AGREEMENT

86240990

THIS FIRST SUPPLEMENTAL LAND USE RESTRICTION AGREEMENT (the "First Supplemental Agreement") is entered into as of August 1, 1985, by and among CHICAGO METROPOLITAN HOUSING DEVELOPMENT CORPORATION, a not for profit corporation organized and existing under the laws of the State of Illinois (the "Issuer"), BANK ONE, COLUMBUS, N.A., as Trustee (the "Trustee") under a Trust Indenture, dated as of September 1, 1984, from the Issuer to the Trustee, American National Bank and Trust Company of Chicago, not individually, but solely as trustee under Trust No. 61851, pursuant to a Trust Agreement dated as of September 1, 1984 (the "Mortgagor"), and South Shore Associates, a limited partnership organized and existing under the laws of the State of Illinois (the "Owner");

WITNESSETH:

WHEREAS, on September 19, 1984, the Issuer issued its Housing Development Revenue Bonds (FHA Insured Mortgage Loans - Section 8 Assisted Projects), Series 1984 (the "Bonds"), in the aggregate principal amount of \$10,043,474.84, for the purpose, among others, of making funds available to the Trustee to make a FHA-insured mortgage loan to the Owner to finance the acquisition and construction of a 44-unit rental housing development intended for occupancy by persons and families eligible to receive assistance under the provisions of Section 8 of the United States Housing Act of 1937, as amended (the "Development"); and

WHEREAS, in connection with the issuance of the Bonds, the appropriate representatives of the Issuer, the Trustee, the Owner and the Mortgagor executed and delivered a Land Use Restriction Agreement, dated as of September 1, 1984, among the Issuer, the Trustee, the Owner and the Mortgagor (the "Agreement"); and

WHEREAS, the United States Department of Housing and Urban Development ("HUD") has requested that the Land Use Restriction Agreement be amended, as provided herein, in order that it may more closely conform to the current requirements of HUD;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Amendment of Section 11 of the Agreement. Section 11 of the Agreement shall be amended by substituting the following paragraph for the second paragraph of said Section 11:

"Notwithstanding any provision of this Agreement to the contrary:

Box 15

86240990

UNOFFICIAL COPY

11/14/2017

Property of Cook County Clerk's Office

11/14/2017

# UNOFFICIAL COPY

8 6 2 4 3 9 9 0

1. no failure on the part of the Owner or the Mortgagor to comply with the provisions hereof shall serve as a basis for default on the Mortgage Loan;

2. no amendment of the provisions hereof shall be effective prior to obtaining the approval of the Secretary of HUD therefor;

3. enforcement of the covenants contained herein shall not result in any claim against the Development, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Mortgage Loan or the rents or other income from the Development (other than available surplus cash or distributions and residual receipts authorized for release by HUD, as appropriate);

4. neither the Owner nor the Mortgagor shall be deemed to be in violation of this Agreement if it shall take (or refrain from taking) any actions required (or prohibited) by HUD pursuant to the National Housing Act of 1934, as amended, applicable mortgage insurance regulations, the HUD/FHA loan documents and Section 8 of the United States Housing Act of 1937, as amended, and the regulations thereunder ("Section 8"); and

5. the provisions hereof are subordinate to all applicable HUD mortgage insurance and Section 8 regulations and related administrative requirements, in the event of any conflict between the provisions of this Agreement and the provisions of any applicable HUD regulations, related HUD administrative requirements or HUD/FHA loan documents, the HUD regulations, related administrative requirements or loan documents shall control."

Section 2. All Other Terms to Remain in Effect. Except as specifically provided in this First Supplemental Agreement, all terms and provisions of the Agreement shall remain in full force and effect.

86240990

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/11/2011

# UNOFFICIAL COPY

5 6 2 4 0 9 9 0

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

CHICAGO METROPOLITAN HOUSING DEVELOPMENT CORPORATION

By *David V. Juel*  
President

[SEAL]

Attest:

By *[Signature]*  
Assistant Secretary, Treasurer

South Shore Associates, an Illinois Limited Partnership

Owner:  
By: City Lands Corporation, a Delaware corporation, General Partner

By *[Signature]*  
Its: President

[SEAL]

Attest:

By *Joel Birman*  
Assistant Secretary

BANK ONE, COLUMBUS, N.A.

By *[Signature]*  
Its: Senior Trust Officer

[SEAL]

ATTEST:

By *Susan Schmitz*  
Its: Authorized Signer

American National Bank and Trust Company of Chicago, not personally but as Trustee of the aforesaid Mortgagor

By *[Signature]*  
Its: \_\_\_\_\_

86240990

[SEAL]

ATTEST:

By *[Signature]*  
Its: ASST Secy

This instrument is not to be recorded in Cook County, Illinois, until the date of recording of the original instrument.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

# UNOFFICIAL COPY


3 6 2 4 0 9 9 0

## Consent

This First Supplemental Agreement is approved as of the day and year first written above.

UNITED STATES DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT

By

 198  
Its: DIRECTOR OF HOUSING DEVELOPMENT

Property of Cook County Clerk's Office

86240990

86240990

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

8 6 2 4 0 9 9 0

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me by City Lands Corporation by Sara J. Lindholm this 1st day of AUGUST, 1985, as a general partner of South Shore Associates, an Illinois limited partnership, on behalf of the partnership.

Mary C McIntyre  
Notary Public

My commission expires:

MY COMMISSION EXPIRES APRIL 7, 1988

OHIO  
STATE OF ~~ILLINOIS~~ )  
FRANKLIN ) SS.  
COUNTY OF ~~COOK~~ )

Frederick Schaal

The foregoing instrument was acknowledged before me by \_\_\_\_\_ this 6th day of December 1985, an Authorized Signer of Bank One, Columbus N.A., a national banking association, on behalf of the Bank.

Paula W. Huck  
Notary Public

My commission expires:

August 19, 1987

PAULA W. HUCK  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES AUGUST 19, 1987

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me by Frank N. Wil and [Signature] this 3rd day of January, 1985, President and Assistant Secretary-Treasurer, respectively, of Chicago Metropolitan Housing Development Corporation, on behalf of the Corporation.

Barbara K. [Signature]  
Notary Public

my commission expires:

4-3-88

86240990

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/10/2010 10:10:10 AM

# UNOFFICIAL COPY

8 6 2 4 J 9 9 0

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF COOK     )

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 1985, a \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_, on behalf of the Bank.

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

My commission expires:

MY COMMISSION EXPIRES JANUARY 7, 1985

Property of Cook County Clerk's Office

86240990

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-08 10:00:00

UNOFFICIAL COPY

LEGAL DESCRIPTION 6 2 4 0 9 9 0

Parcel 1

Lot 13 and the South 1/2 of Lot 12 in Block 2 in South Kenwood a Resubdivision of Blocks 2, 7 and 8 in George W. Clarke's Subdivision of the East 1/2 of the North West 1/4 with part of Block 3 in Stave and Klemm's Subdivision of the North East 1/4 all in Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

TAX # 20-25-108-018

7150 S EUCLID

Parcel 2

Lot 4 (except the North 37 1/2 feet) in County Clerk's Division of Lots 6, 11 and 14 in George W. Clarke's Subdivision of the East 1/2 of the North West 1/4 of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

TAX # 20-25-119-025

7248 S BENNETT

Parcel 3

Lot 100 in the First Addition to Bryn Mawr Highlands being a Subdivision of the North three quarters of the West half of the South East quarter of Section 24, Township 38 North, Range 14 East of the Third Principal Meridian (except the West 500 1/2 feet thereof and except Bryn Mawr Highlands Subdivision and except East 67th Street and 68th Street heretofore dedicated), in Cook County, Illinois.

TAX # 20-24-415-012

0900 S CLYDE

Parcel 4

Lots 1 and 2 in B. J. Kelley's Subdivision of Block 2 in Commissioner's partition being a Subdivision of the South 1/2 of the South West 1/4 of the South East 1/4 of Section 24, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

TAX # 20-24-422-013

7000 S CLYDE

DOCUMENT PREPARED BY:

JENNIFER KYTA

55 EAST MARSHOE, SUITE 4100

CHICAGO, ILLINOIS

60603

86240990

UNOFFICIAL COPY

85241990

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$19.00  
TRM333 TRM 3640 06/13/86 11:30:00  
#6957 # 17 \* 84-240990

4-27-86

11900