

91181462

REGULATORY AND LAND USE RESTRICTION AGREEMENT

THIS REGULATORY AND LAND USE RESTRICTION AGREEMENT (the "Agreement"), dated as of the 9th day of April, 1991, by and between Steel City National Bank, not personally but solely as trustee under a trust agreement dated December 21, 1990 and known as trust no. 3193 ("Trustee"), Ridgeland Limited Partnership, an Illinois limited partnership ("Owner") (Trustee and Owner are sometimes collectively referred to as "Borrower") and the ILLINOIS HOUSING DEVELOPMENT AUTHORITY ("Authority"), a body politic and corporate established pursuant to the Illinois Development Act, Laws 1967, p. 1931, constituting Illinois Revised Statutes, Chapter 67-1/2, Section 301, et seq., as amended and supplemented (the "Act");

W I T N E S S E T H:

WHEREAS, Trustee is the holder of legal title of certain real property upon which a housing development (the "Development") is to be constructed or rehabilitated in Chicago, Illinois, which real property is legally described in Exhibit A attached hereto and by this reference made a part hereof (the "Real Estate") and Owner is the owner of the sole beneficial interest in the trust agreement known as Trust No. 3193; and

34-

WHEREAS, the Authority is the program administrator of the Illinois Affordable Housing Program, as that program is authorized by the Illinois Affordable Housing Act (P.A. 86-925) (the "Trust Fund Act"), and the rules promulgated thereunder (the "Rules"). All capitalized terms used herein and not otherwise defined shall have the meaning established in the Trust Fund Act or, if not so established, in the Rules; and

WHEREAS, Authority has issued a conditional commitment letter (the "Commitment") pursuant to which it has agreed to make a loan to Owner in the sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) (the "Mortgage Loan") to be used with such other monies, if any, as provided and for the purposes stated in the Commitment, which Mortgage Loan is to be evidenced by a mortgage note (the "Mortgage Note") and secured by a mortgage (the "Mortgage") on the Development, both of even date herewith; and

WHEREAS, as an inducement to Authority to make the Mortgage Loan, Borrower has agreed to enter into this Agreement in accordance with the terms, conditions and covenants set forth below and consents to be regulated and restricted by the Authority as herein provided and as provided for in the Trust Fund Act, the Rules, the Act and the rules, regulations, policies and procedures of Authority promulgated under the Act.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Incorporation. The foregoing recitals are made a part of this Agreement.
2. Act and Regulations. Borrower agrees that at all times its acts regarding the Development shall be in conformance with the Trust Fund Act, the Rules, the Act and the rules, regulations, policies and procedures of Authority promulgated under the Act, all as the same may be amended from time to time.

COOK COUNTY, ILLINOIS

1991 APR 19 PM 2:28

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and Merrill To

This Instrument Was Prepared by: Diane Schussel and after Recording return 401 N. Michigan Ave., Suite 900 Chicago, IL 60611 Attn: Legal Department

Permanent Index Tax Number:

20-24-310-017-0000 Property Address: 6820-30 South Ridgeland Avenue Chicago, Illinois 60649

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CERTAIN OF THE PROVISIONS HEREOF MAY CONTINUE IN EFFECT NOTWITHSTANDING THE PAYMENT IN FULL OF THE MORTGAGE LOAN.

RECORDERS BOX 333

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3. Additional Borrower Covenants. Borrower further covenants and agrees that:

(a) The Borrower shall limit occupancy to those persons and families whose incomes do not exceed the income limits for Very Low Income Tenants, and Low Income Tenants, as defined in Paragraph 9 of this Agreement; provided, however, that if the Tenant meets such income requirements at the time of initial occupancy and subsequently fails to continue to meet such requirements, that failure shall not be a breach hereof;

(b) In the advertising, marketing, and rental of units in the Development and the selection of a Tenant for such units, Borrower agrees to abide by the terms and conditions of the Tenant Selection Plan dated February 27, 1991, executed by the Owner and the Authority, as it may be amended from time to time;

(c) In the management and operation of the Development, Owner agrees to abide by the terms and conditions of the Affirmative Fair Housing Marketing Plan dated February 28, 1991, which Affirmative Fair Housing Marketing Plan is attached hereto as Exhibit B and by this reference made a part hereof. Owner shall be responsible for ensuring the marketing agent's and the Management agent's compliance with all applicable ordinances, regulations and statutes and the rules, procedures and requirements of the Authority;

(d) On forms approved by the Authority, Owner shall obtain from each prospective Very Low Income Tenant and Low Income Tenant prior to admission to the Development a certification of income, and at such intervals thereafter as required by Authority, a recertification of income from all such tenants. Owner shall submit such certification and recertifications to Authority in the manner prescribed by the Authority;

(e) In the manner prescribed by the Authority, Owner shall obtain written evidence substantiating the information given on such tenant certifications and recertifications of income and shall retain such evidence in its files for three (3) years after the year to which such evidence pertains. At the end of each calendar year Owner shall certify to Authority that, at the time of such certification and during the preceding calendar year, Owner was in compliance with the requirement of this paragraph 3, or, if Owner is not or has not been in compliance with such requirements, Owner shall give notice to the Authority of its failure to comply and the corrective action Owner is taking or has taken;

(f) Owner shall comply with the rent limitations contained in Section 360.904(c) of the Rules;

(g) Owner shall require all Tenants to execute a lease in a form approved by the Authority;

(h) Owner shall obtain all governmental approvals required by law for its acquisition, rehabilitation, ownership and operation of the Development;

(i) Owner shall at all times be an eligible recipient as defined in the Trust Fund Act ("Eligible Recipient"), or if legal title to the Development is owned by a trustee under an Illinois land trust, the beneficiary under said land trust shall at all times be an Eligible Recipient;

(j) Owner shall submit to Authority on an annual basis the rent schedule for the Development reflecting the actual rates being charged at the Development;

(k) Owner shall not evict any Tenant from the Development without good cause; and

(l) Owner shall rehabilitate the Development in conformity with applicable Federal, state and local statutes, regulations, ordinances, standards and codes, with industry practices in Illinois, and with applicable rules, contracts, agreements, procedures, guides and other requirements of Authority.

4. Acts Requiring Authority Approval. Borrower shall not without the prior written approval of Authority:

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(a) Convey, transfer or encumber any of the Development, or permit the conveyance, transfer or encumbrance, of any part of the Development except to Family Rescue Development Corporation, the general partner of Borrower ("FRDC"), or to Family Rescue ("Family Rescue"), the beneficiary of Ground Lessor (as that term is defined in the Ground Lease Rider attached hereto and made a part hereof) under the Ground Lease referred to in Exhibit A attached hereto, pursuant to that certain Purchase Option Agreement dated April 9, 1991 among Borrower, FRDC and Family Rescue ("Option Agreement").

(b) Convey, assign or transfer any beneficial interest in any trust holding title to the Development (except to FRDC or to Family Rescue pursuant to the Option Agreement), or any right to manage or receive the rents and profits from the Development;

(c) Rent any unit in the Development for less than thirty (30) days or more than one (1) year;

(d) Change the rental charge of the units funded under the Trust Fund Act, except for reasonable annual inflationary adjustments or adjustments made possible by increased tenant incomes, provided that the rents charged do not exceed any applicable limitations under the Act;

(e) Lease or sublease any non-residential facility in the Development to any person or amend or modify any such lease or sublease, which, to the best of Borrower's knowledge, would result in a conflict of interest between any of the parties to such lease or sublease and Authority, its board members, officers, employees, agents or members of their respective immediate families;

(f) Require, as a condition of the occupancy or leasing of any dwelling unit in the Development, any consideration or deposit other than the pre-payment of the first month's rent plus a security deposit in an amount not in excess of one (1) month's rent to guarantee the performance of the covenants of the lease, plus a security deposit on any furnishings provided to tenants or occupants by Family Rescue pursuant to Borrower's separate agreement with Family Rescue. Any funds collected as security deposits shall be kept separate and apart from all other funds of the Development.

(g) Prepay, in part or in whole, the Mortgage Loan.

5. Borrower's Duties. In addition to, but not by way of limiting, the other duties of Borrower set forth herein, it shall comply with the following:

(a) Maintenance. Owner shall maintain the Development including the units and the grounds and equipment appurtenant thereto in a decent, safe and sanitary condition, and in a rentable and tenantable state of repair, and in compliance with applicable Federal, State and local statutes, regulations, ordinances, standards and codes.

(b) Audit. The Development and the equipment, buildings, plans, specifications, offices, apparatus, devices, books, contracts, records, documents and other papers relating thereto and the books and records relating to Borrower shall at all times be maintained in reasonable condition for proper audit, and shall be subject to examination, inspection and copying by Authority or its agent or representative at any time as Authority reasonably requires.

(c) Financial Report. Within one hundred twenty (120) days following the end of each calendar year, Owner shall furnish Authority with a complete annual financial report for the Development based upon an examination of the books and records of the Development, prepared in accordance with the requirements of Authority, and certified to by Owner at Owner's expense by an Illinois licensed certified public accountant.

(d) Furnishing Information. At the request of Authority, Owner shall furnish such reports, projections, certifications, budgets, operating reports, tax returns and analyses as required pursuant to the rules and regulations of Authority and the Trust Fund Act as amended from time to time, or by other applicable Federal or state statutes or requirements, and shall give specific answers to questions upon which information is desired from time

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to time relative to Owner's income, assets, liabilities, contracts and operation, all relative to the Development, and the administration, operation, maintenance, occupancy, financial soundness and physical condition of the Project.

(e) Compliance with Certain Laws. Owner shall comply with the provisions of the Environmental Barriers Act (Ill.Rev.Stat. 1989, ch.111 1/2, par. 3711 et seq.), the Illinois Accessibility Code (71 Ill. Adm. Code 400) and the provisions of 47 Ill. Adm. Code 310, Subpart 1.

## 6. Non-Discrimination in Housing.

(a) Owner shall not in the selection of Tenants, in the provision of services, or in any other manner discriminate against any person on the grounds of race, color, creed, religion, sex, age, handicap, national origin or family status or that a prospective Tenant is receiving governmental rental assistance.

(b) Owner shall comply with all of the provisions of Paragraph 313 of the Act, Section 10(a) of the Trust Fund Act and all other provisions of Federal, state and local law relative to non-discrimination.

7. Violation of Agreement by Borrower. Upon violation of any of the provisions of this Agreement by Borrower, the Authority shall give written notice thereof to Borrower and to FRDC and Chicago Equity Fund 1990 Partnership, respectively, the general partner and limited partner of Owner, by registered or certified mail addressed to the addresses stated in this Agreement, or such other addresses as may subsequently, upon appropriate written notice thereto to the Authority, be designated by Borrower and such partners at their respective legal business addresses. If such violation is not corrected to the satisfaction of the Authority within thirty (30) days after the date such notice is mailed, provided, however, that if such failure cannot reasonably be cured within such 30-day period, Borrower shall have such additional time as may be reasonably required to cure such failure (not to exceed 90 days) if cure of such default is commenced within such 30-day period and thereafter is diligently pursued or within such further time as the Authority in its sole discretion permits, the Authority may declare a default under this Agreement effective on such date after the expiration of all grace or notice and cure periods provided for herein or in the Loan Documents (as that term is defined in the Mortgage) as the Authority shall specify in such declaration of default and upon such default the Authority may:

(a) Declare the whole of the indebtedness under the Mortgage Note immediately due and payable and then proceed with the rights and remedies set forth in the Mortgage;

(b) Collect all rents and charges in connection with the operation of the Development and use such collections to pay Borrower's obligations under this Agreement, the Mortgage Note, the Mortgage and such other obligations of Borrower in connection with the Development and the necessary expenses of preserving and operating the Development;

(c) Take possession of the Development, bring any action necessary to enforce any rights of Owner growing out of the operation of the Development and operate the Development in accordance with the terms of this Agreement until such time as Authority, in its sole discretion, determines that Owner is again in a position to operate the Development in accordance with the terms of this Agreement and in compliance with the requirements of the Note and Mortgage;

(d) Apply to any court, state or federal, for specific performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement, or for such other relief as may be appropriate, because the injury to Authority arising from a default under any of the terms of this Agreement would be irreparable and the amount of damages would be difficult to ascertain. Borrower acknowledges and agrees that the Authority's remedies at law, in the event of a violation of this Agreement, would be inadequate to assure the Authority's public purpose under the Trust Fund Act; and/or



(e) Exercise such other rights or remedies as may be available to Authority hereunder, at law or in equity;

(f) No delay on the part of the Authority in exercising any rights under this Agreement, failure to exercise the same nor the exercise of less than all of its rights under this Agreement shall operate as a waiver of such right.

8. Termination of Liabilities.

(a) In the event of a sale or other transfer of the Development, all of the duties, obligation undertakings and liabilities of the Borrower/transferor, under the terms of this Agreement, shall thereafter cease and terminate as to such Borrower/transferor, except as to any acts or omissions or obligations to be paid or performed of such Borrower/transferor which occurred prior to such sale or transfer, provided, however, as a condition precedent to the termination of the liability of the Borrower/transferor hereunder, the New Owner (as hereinafter defined) shall assume, on the same terms and conditions as apply hereunder to the Borrower/transferor, all of the duties and obligations of such Borrower/transferor, arising under this Agreement from and after such sale or transfer. Such assumption shall be in form and content acceptable to Authority.

(b) Any new owner of the Development or the Land (as defined in the Ground Lease Rider) (a "New Owner") shall be bound by the terms of this Agreement to the same extent and on the same terms as the present Borrower is bound hereunder and shall execute an assumption of such obligation in form and content acceptable to Authority as condition precedent to such party's admission as a New Owner, provided that any such New Owner shall not be obligated with respect to matters or events which occur or arise prior to such party's admission as a New Owner.

9. Definitions. As used in this Agreement, the term:

(a) "Low Income Tenant" means a single person, family or unrelated persons living together whose adjusted income is more than 50%, but less than 80%, of the median income of the area of residence, adjusted for family size, as such adjusted income and median income for the area are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937.

(b) "Very Low Income Tenant" means a single person, family or unrelated persons living together whose adjusted income is not more than 50%, of the median income of the area of residence, adjusted for family size, as such adjusted income and median income for the area are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937.

10. Term of Agreement/Covenants Running with Land. The covenants and agreements set forth in this Agreement shall be deemed to run with and bind and burden the Development, and shall be deemed to bind Owner, Trustee, any New Owner and any other future owners of the Development and any legal, equitable or beneficial interest therein, as follows: (a) so long as the Mortgage Note and Mortgage on the Development are outstanding and in effect, each and every covenant and agreement contained herein shall remain in effect, and (b) from and after the cancellation of the Mortgage Note and the release and discharge of the Mortgage, if prior to the date the Mortgage Note was originally scheduled to mature, only the covenants and agreements set forth in Paragraphs 2, 3(a)-(e), 3(i), 3(j), 4(d), 5(a), 6(a), 6(b), 7(d)-(e), 8(b), and 9-20 (collectively, the "Continuing Obligations") shall remain in effect, and those shall remain in effect only for the period of time ending on the date the Mortgage Note was originally scheduled to mature.

It is hereby expressly acknowledged by Borrower that the undertakings, covenants and agreements of Borrower are given to induce Authority to make the Mortgage Loan and that, notwithstanding that the Mortgage Loan may have been repaid prior to maturity, the Borrower's agreement to require any New Owner to perform on an ongoing basis the Continuing Obligations and to bind title to the Real Estate and the Land with respect to such Continuing Obligations, all of which shall run as covenants with the Real Estate and the Land and shall be binding on all successors and assigns of Borrower and Ground Lessor is a condition precedent to the willingness of Authority to make the

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Mortgage Loan. In the event that the Mortgage Loan is prepaid prior to maturity, the Continuing Obligations shall continue to apply as aforesaid irrespective of whether the Mortgage Loan is prepaid voluntarily by Borrower or tendered by any party following an acceleration by Authority of the Mortgage or enforcement by it of other of its remedies in connection with the Mortgage Loan.

11. Amendment of Agreement. This Agreement shall not be altered or amended without the prior written approval of all of the parties hereto.

12. Execution of Conflicting Documents. Borrower warrants that it has not executed, and shall not execute, any other agreement with provisions contradictory, or in opposition, to the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth in such other agreement and supersede any other requirements in conflict therewith; provided, however, that to the extent this Agreement conflicts with any provisions or requirements set forth in the Mortgage or Mortgage Note, the Mortgage or Mortgage Note, as the case may be, shall prevail and control.

13. Partial Invalidity. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

14. Binding Successors. This Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest, and assigns, provided that Borrower may not assign this Agreement except to FRDC or Family Rescue in connection with sale of the Development to either of them in accordance with the provisions of the Option Agreement or any of its obligations hereunder without the prior written approval of Authority.

15. Gender. The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

16. Election of Authority's Remedies. Authority's remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor foreclose the exercise of Authority's other remedies.

17. Waiver by Authority. No waiver by Authority of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach.

18. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of the Agreement.

19. Notices. The following are addresses for notices hereunder.

Trustee: Steel City National Bank Trust No. 3193  
3030 East 92nd Street  
Chicago, Illinois 60617  
Attn: Trust Department

Owner: Ridgeland Limited Partnership  
9204 South Commercial  
Chicago, Illinois 60617

If to Owner's  
General Partner: Family Rescue Development Corporation  
9204 South Commercial  
Chicago, Illinois 60617  
Attn: President

If to Owner's  
Limited Partner: Chicago Equity Fund 1990 Partnership  
c/o Chicago Equity Fund, Inc.  
24 West Erie  
Chicago, Illinois 60610  
Attn: President

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and to:

Holleb & Coff  
55 East Monroe Street  
Suite 4100  
Chicago, Illinois 60603  
Attn: Jeffrey Kuta

If to Ground Lessor:

Steel City National Bank Trust No. 3129  
3030 East 92nd Street  
Chicago, Illinois 60617  
Attn: Trust Department

and to:

Family Rescue  
9204 South Commercial  
Chicago, Illinois 60617  
Attn: Executive Director

Authority:

Illinois Housing Development  
Authority  
401 N. Michigan, Suite 900  
Chicago, Illinois 60611  
Attn: Legal Department

20. Trustee Exculpation; Nonrecourse. This Agreement is executed by Trustee, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Trustee hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said Mortgage Note or Mortgage contained shall be construed as creating any liability on Owner or any of the general or limited partners of Owner or on Trustee personally to pay the said Mortgage Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or under the Mortgage, or to perform any covenant either express or implied herein contained, all such liability, if any being expressly waived by the Authority and by every person now or hereafter claiming any right or security hereunder, and that so far as Owner and its general and limited partners and their respective successors and said Trustee and the Authority personally are concerned, the legal holder or holders of said Mortgage Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Real Estate for the payment thereof, by the enforcement of the lien created by the Mortgage in the manner in said Mortgage provided.

The provisions of the Chicago Equity Fund Mortgage Loan Rider attached hereto are by this reference incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Regulatory Agreement to be executed and attested on the day and year above first written.

LAND TRUSTEE:

Steel City National Bank, not personally but solely as trustee as aforesaid

ATTEST:

By: [Signature]  
Its: TRUST OFFICER

OWNER:

Ridgeland Limited Partnership, an Illinois limited partnership

By: Family Rescue Development Corporation  
Its: General Partner

~~ATTEST:~~

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9/11/2016 2  
By: [Signature]  
Its: PRESIDENT

ATTEST:

[Signature]

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT  
AUTHORITY

By: [Signature]  
Its: DIRECTOR

ATTEST:

[Signature]

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## ACKNOWLEDGMENTS

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK

This instrument was acknowledged before me on April 9, 1991 by  
Steve Colompos and Pamela Cernetic, the Legal Officer  
and Trust Officer, respectively of STEEL CITY NATIONAL BANK, as  
Trustee of Trust No. 3193



Notary

(Seal)

OFFICIAL SEAL  
AZALIA GOMEZ  
Notary Public, Cook County  
State of Illinois  
My Commission Expires 10/13/91

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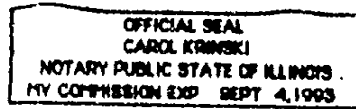
STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF Cook        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Daniel Offenberg and Frances E. Chford personally known to me to be the President and Secretary, respectively, of Ridgeland Limited Partnership, each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument in their respective capacities as President and Secretary of Ridgeland Limited Partnership as their free and voluntary act and as the free and voluntary act and deed of Ridgeland Limited Partnership for the uses and purposes therein set forth.

Given under my hand and official seal this 9th day of April 1991.

Carol Krinski  
Notary Public

My commission expires \_\_\_\_\_



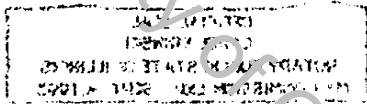
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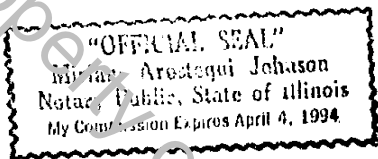


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STATE OF ILLINOIS )  
                              ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that PETER R. DUNAS and PETER K. LENNON, personally known to me to be the DIRECTOR and DEPUTY DIRECTOR respectively, of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument in their respective capacities as DIRECTOR and DEPUTY DIRECTOR of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, as their free and voluntary act and deed and as the free and voluntary act and deed of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, in accordance with a resolution of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, for the uses and purposes therein set forth.

1991 Given under my hand and official seal this 12<sup>TH</sup> day of April.



Guillermo Anselmo Johnson  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
                              ) SS  
COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of \_\_\_\_\_ each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument in their respective capacities as \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, as their free and voluntary act and as the free and voluntary act and deed of \_\_\_\_\_, for the uses and purposes therein set forth.

19\_\_ Given under my hand and official seal this \_\_\_ day of \_\_\_\_\_

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

My commission expires: \_\_\_\_\_

94181462

GROUND LEASE RIDER TO REGULATORY AND LAND USE RESTRICTION  
AGREEMENT DATED APRIL 9th, 1991 ("Agreement") by and between  
Steel City National Bank, not personally but solely as Trustee under  
Trust No. 3129 ("Ground Lessor") and Illinois Housing Development Authority ("Authority")

Simultaneously herewith, the Authority and Steel City National Bank, not personally but solely as Trustee under Trust No. 3193 ("Trustee"), and Ridgeland Limited Partnership, an Illinois limited Partnership ("Owner"), have entered into the Agreement, which Agreement is delivered as a condition to the making of the Mortgage Loan by the Authority. In consideration of the respective covenants of the parties contained in the Mortgage, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Ground Lessor and the Authority mutually agree as follows:

**GLR-1 Ground Lease.** The parties hereto acknowledge and understand that the interests of Trustee and Owner (Trustee and Owner are sometimes herein collectively referred to as "Borrower") in the Development consists of the ownership for a term of years of certain buildings and improvements located on certain land legally described in Exhibit B attached to the Agreement and made a part hereof ("Land") and a leasehold estate in the Land, all as legally described in Exhibit A attached to the Agreement, and that Steel City National Bank, not personally but solely as Trustee under a Trust Agreement dated February 13, 1990, and known as Trust No. 3129 ("Ground Lessor"), together with its beneficiary, Family Rescue ("Family Rescue"), are the ground lessors under that certain Amended and Restated Ground Lease dated April 9, 1991 ("Ground Lease"), as the same may be amended from time to time, under which Mortgagor together with its beneficiary are the "Ground Lessee," an amended and restated short form of which was recorded on April 17, 1991, in the office of the recorder of Cook County, Illinois, as Document No. 91175822.

**GLR-2 Ground Lessor's Fee Interest in Land Subject to Continuing Obligations.** Ground Lessor hereby agrees that the covenants and agreements set forth in the Agreement shall be deemed to run with and bind and burden the Land, and shall be deemed to bind Ground Lessor, any New Owner and any other future owners of the Land and any legal, equitable or beneficial interest therein as follows: (a) so long as the Mortgage on the Land remains in effect, each and every covenant and agreement contained in the Agreement shall remain in effect; and (b) from and after the cancellation of the Mortgage Note and the release and discharge of the Mortgage, if prior to the date the Mortgage Note was originally scheduled to mature, only the Continuing Obligations shall remain in effect with respect to the Land, and those shall remain in the effect for the period of time ending on the date the Mortgage Note was originally scheduled to mature. In addition, in the event that the Mortgage Note is prepaid prior to maturity, the Continuing Obligations shall continue to apply with respect to the Land as aforesaid irrespective of whether the Mortgage Loan is prepaid voluntarily by Owner or tendered by any party following an acceleration by the Authority of the Mortgage or enforcement by it of other of its remedies in connection with the Mortgage Loan.

**GLR-3 Defined Terms.** All capitalized terms used in this Ground Lease Rider and not otherwise defined herein shall have the meanings set forth in the Agreement.

**GLR-4 Binding on Successors.** This Ground Lease Rider shall bind, and the benefits shall inure to, the respective parties hereto, and their respective successors and assigns.

GLR-5 Trustee Exculpation: Nonrecourse. This Ground Lease Rider is executed by Trustee and Ground Lessor, not personally but as Trustees as aforesaid in the exercise of the power and authority conferred upon and vested in them as such Trustees, and each such Trustee hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said Mortgage or Mortgage Note contained shall be construed as creating any liability on Trustee, Trustee's beneficiary or any of the general or limited partners of such beneficiary or on Ground Lessor or Ground Lessor's beneficiary or on said Trustees personally to pay said Mortgage Note or any interest that may accrue thereon, or any indebtedness accruing under the Mortgage or this Agreement, or to perform any covenant either express or implied herein contained, all such liability, if any being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder or thereunder, and that so far as Trustee, Trustee's beneficiary or any of the general or limited partners of such beneficiary or Ground Lessor or Ground Lessor's beneficiary, and any of their respective successors, and said Trustee and the Authority personally are concerned, the legal holder or holders of said Mortgage Note and the owner or owners of any indebtedness accruing under the Mortgage shall look solely to the Land and estates or property hereby mortgaged for the payment thereof, by the enforcement of the lien created in the manner under said Mortgage provided.

TRUSTEE:

STEEL CITY NATIONAL BANK, not personally but solely as Trustee of Trust No. 3193

By: [Signature]  
Its: TRUST OFFICER

Attest:

Its: [Signature]  
Legal Officer

GROUND LESSOR:

STEEL CITY NATIONAL BANK, not personally but solely as Trustee of Trust No. 3129

By: [Signature]  
Its: TRUST OFFICER

Attest:

Its: [Signature]  
Legal Officer

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AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT  
AUTHORITY

Attest: *Pat K. Jones*  
Its: DEPUTY DIRECTOR

By: *[Signature]*  
Its: DIRECTOR

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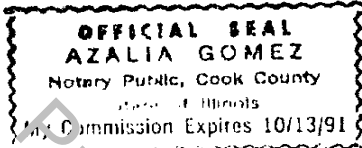
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## ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on April 9, 1991 by Steve Colompos and Pamela Cernetic, the Legal Officer and Trust Officer, respectively of STEEL CITY NATIONAL BANK, as Trustee of Trust No. 3193.

[Seal]

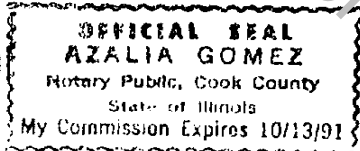


Azalia Gomez  
Notary

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on April 9, 1991 by Steve Colompos the Legal Officer and Pamela Cernetic respectively, of STEEL CITY NATIONAL BANK, as Trustee of Trust No. 3129.

[Seal]

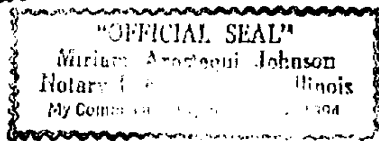
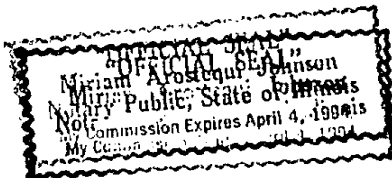


Azalia Gomez  
Notary

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on 4/12, 1991 by PETER H. DWARS & PETER K. LENNON the DIRECTOR and DEPUTY DIRECTOR respectively, of ILLINOIS HOUSING DEVELOPMENT AUTHORITY.

[Seal]



Miriam Aposteguiri Johnson  
Notary

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## EXHIBIT A

### REAL ESTATE LEGAL DESCRIPTION

Leasehold estate created by that certain Amended and Restated Ground Lease dated April 9, 1991 made by and between Steel City National Bank, as trustee under Trust Agreement dated February 13, 1990 and known as Trust Number 3129, and its beneficiary, as Lessor, and Steel City National Bank, as Trustee under Trust Agreement dated December 21, 1990 and known as Trust Number 3193, and its beneficiary, as Lessee, as disclosed by Amended and Restated Short Form of Ground Lease recorded April 17, 1991 as Document Number 91175822 demising the land described below for a term of years beginning December 21, 1990 and ending December 31, 2089 to wit:

Lots 8, 9, 10 and 11 in Block 7 in South Jackson Park subdivision of the North West 1/4 of the South West 1/4 of Section 24 Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom the building, structures and improvements now located on the land.

Together with all buildings, structures and improvements now located on the above-described land.

PIN: 20-24-310-017-0000

Address of Property: 6820-30 South Ridgeland Avenue  
Chicago, Illinois 60649

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Illinois Housing Trust Fund  
Affirmative Fair Housing Marketing Plan

07/13/90  
HIF

Complete Form and Submit To: Fair Housing Officer  
Illinois Housing Development Authority  
401 N. Michigan Avenue, Suite 900  
Chicago, Illinois 60611

## I. INTRODUCTION

Each multifamily Trust Fund applicant must carry out an affirmative program to attract prospective tenants of all minority and non-minority groups to the housing that the applicant is providing. These groups include whites (non-Hispanic) and members of minority groups to include Blacks (non-Hispanic) American Indians/Alaskan Natives, Hispanic and Asian/Pacific Islanders.

## II. APPLICATION AND PROJECT IDENTIFICATION

### A. Applicant:

Company Name Family Rescue, Inc. Contact Person Pam Hallett or Joyce Cowan  
P.O. 15528 Chicago Illinois 60617  
Address City State Zip  
Telephone Number 973-6582 or 275-1918

### B. Managing Agent:

Firm Name East Lake Management Contact Person Marguerite Malloy  
2850 S. Michigan Ave Chicago Illinois 60616  
Address City State Zip  
Telephone Number 312-842-5500

### C. Project:

Name The Ridgeland Limited Partnership  
6820 30 South Ridgeland Chicago, Illinois  
Address City State Zip  
County Cook Phone # \_\_\_\_\_ Census Tract 4302

### D. Project Data:

Project or Application Number HIF # 012 # of Units 24  
Rental Range of Units/From \$ 245 to \$ 355  
Project type: (Check one) Elderly \_\_\_\_\_ Family \_\_\_\_\_ Mixed   
Approximate Starting Dates Advertising 5/91 Occupancy 6/91

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III. DIRECTION OF MARKETING ACTIVITY { 1 6 2

Indicate below which group(s) in the housing market area is least likely to, because of its location and other factors, apply for the housing without special outreach efforts.

White (non-Hispanic)       Black (non-Hispanic)       Hispanic  
 American Indian/Alaskan Native       Asian/Pacific Islander

## IV. MARKETING PROGRAM

### A. Commercial Media

Check the Media to be used in advertising the availability of this housing.

Newspaper(s)/Publication(s)       Radio       T.V.       Billboards

Other (specify) Shelter organizations will be contacted

The fair housing logo or slogan must be used in all newspaper ads and publications.

Names of Newspapers, Radio or T.V. Stations	Racial/Ethnic Identification of Reader/Audience	Size or Duration of Advertising

### B. Community Contacts

If applicant chooses to use community contact as part of their outreach program, it is understood that contact with the group/organization listed below will be established and maintained throughout initial marketing campaign subsequent marketing efforts. If more space is needed, attach an additional sheet.

1. Name of Group/Organization
2. City, State & Zip Code
3. Racial/Ethnic Identification
4. Approximate Date of Contact or Proposed Contact

Group I	Group II
1. <u>Chicago Abused Women Coalition</u>	1. <u>Rainbow House</u>
2. <u>Chicago, IL 60647</u>	2. <u>Chicago, IL 60629</u>
3. <u>Black/White</u>	3. <u>Black/Hispanic/White</u>
4. <u>April - June 1991</u>	4. <u>April - June 1991</u>

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## V. ADDITIONAL MARKETING ACTIVITIES

### A. Brochures, Signs and Fair Housing Poster:

- (1) Will brochures, leaflets, or handouts be used to advertise?  yes  no  
If yes, the fair housing logo must be used. Please attach a copy of brochure or submit when available.
- (2) Will there be a project site sign?  yes  no  
If yes, will a logotype be used?  yes  no  
If a logotype will be used, the fair housing logo of equal size must be used also.
- (3) Will the project have any of the following: Rental Office \_\_\_\_\_  
model unit(s) \_\_\_\_\_ Other (specify) \_\_\_\_\_  
In all areas checked, the Fair Housing Poster must be conspicuously displayed

## VI. EXPERIENCE AND STAFF INSTRUCTIONS

- A. Have you had any experience in marketing housing to the group(s) identified above as least likely to apply to this project?  yes  no.

- B. Staff training is to include: Fair housing laws and regulations, Outreach and Affirmative Fair Housing Marketing Plan. Please indicate below how this is to be accomplished.

The management company has professional staff already well acquainted with Fair Housing Regulations.

Project Owner/Sponsor

Joyce Cowan

Executive Director

Name Family Rescue, Inc.

Title

Signature

Date

February 17, 1991

Marketing/Managing Agent: contract not yet executed

Name

Title

Signature

Date

Approved:

Mary Soutrak Arey

Manager, Marketing & Research

Name

Title

Signature

Date

February 28, 1991

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EXHIBIT C

## LAND LEGAL DESCRIPTION

Lots 8, 9, 10 and 11 Block 7 in South Jackson Park subdivision of the North West 1/4 of the South West 1/4 of Section 24 Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom the buildings, structures and improvements now located on the land.

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## CHICAGO EQUITY FUND MORTGAGE LOAN RIDER

This Rider is attached to and made a part of the promissory note and the mortgage or trust deed and other loan documents evidencing and securing a loan in the amount of FIVE HUNDRED THOUSAND AND NO/100 Dollars (\$500,000.00) (the "Loan") made by the Illinois Housing Development Authority ("Lender") from funds that are not the product of any bond issuance or otherwise obtained from Federal funds to Steel City National Bank, not personally but solely as Trustee under a Trust Agreement dated December 21, 1990 and known as Trust Number 3193 ("Borrower") for the construction or rehabilitation of 6820-30 South Ridgeland Avenue, Chicago, Illinois (the "Project"). The limited partnership providing equity for the Project, whether Borrower or another entity, is sometimes referred to herein as the "Partnership" and the Amended and Restated Articles of Limited Partnership forming or continuing the Partnership are referred to herein as the "Partnership Agreement."

The parties hereto agree that the following covenants, terms, and conditions shall be part of and shall modify or supplement each of the documents evidencing, securing, or governing the disbursement of the Loan (the "Loan Documents"), and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Loan Documents and this Rider, the following covenants, terms, conditions shall control and prevail:

1. The Loan is a nonrecourse obligation of Borrower. Neither Borrower nor any of its general and limited partners (or, if Borrower is not the Partnership, the general and limited partners of the Partnership), nor any other party shall have any personal liability for repayment of the Loan. The sole recourse of Lender under the Loan Documents for repayment of the Loan shall be the exercise of its rights against the Project and related security thereunder.
2. Neither the withdrawal, removal, replacement, and/or addition of a general partner of the Partnership pursuant to the terms of the Partnership Agreement, nor the withdrawal, replacement, and/or addition of any of its limited partner's general partners, shall constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan, provided that any required substitute general partner is reasonably acceptable to Lender and is selected with reasonable promptness.
3. If a monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder Lender shall give Borrower and each of the general and limited partners of the Partnership, as identified in the Partnership Agreement, simultaneous written notice of such default. Borrower shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Lender under the Loan Documents.
4. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder Lender shall give Borrower and each of the general and limited partners of the Partnership, as identified in the Partnership Agreement, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Borrower shall have such period to effect a cure prior to exercise of remedies by Lender under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and if Borrower (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Lender. In no event shall Lender be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default is given.
5. In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, Borrower shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Project in a manner that provides adequate security to Lender for repayment of the Loan or if such proceeds are insufficient then Borrower

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shall have funded any deficiency, (b) Lender shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursement of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Loan Documents. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to Lender for repayment of the remaining balance of the Loan.

6. There shall be no default for construction or rehabilitation delays beyond the reasonable control of Borrower, provided that such delays do not exceed sixty (60) days.
7. In any approval, consent, or other determination by Lender required under any of the Loan Documents, Lender shall act reasonably and in good faith.

In Witness Whereof, the undersigned have caused this Rider to be executed this 9th day of April, 1991.

Borrower:

Steel City National Bank,  
not personally but solely as  
Trustee as aforesaid

X By: [Signature]

Title: TRUST OFFICER

Attest:

By: [Signature]

Its: Legal Officer

Lender:

Illinois Housing Development  
Authority

By: [Signature]

Title: DIRECTOR

Attest:

By: [Signature]

Its: DEPUTY DIRECTOR

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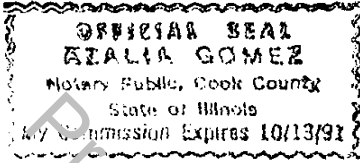
## ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

This instrument was acknowledged before me on April 9, 1991 by  
Steve Colompos and Pamel Cernetic, the Legal Officer  
and Trust Officer, respectively of STEEL CITY NATIONAL BANK, as  
Trustee of Trust No. 3193

  
\_\_\_\_\_  
Notary

(Seal)



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