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This instrument prepared by and after recording return to Diane K. Corbett Illinois Housing Development Authority 401 N. Michigan Ave., Suite 900 Chicago, Illinois 60611

Property Information No. 11-29-105-017 11-29-105-018 11-29-106-010 11-29-106-011 11-29-016-012 7600 N. Bosworth 7605-07 N. Bosworth 7609-11 N. Bosworth 1514 W. Howard Chicago, Illinois

FIRST AMENDMENT TO REGULATORY AND LAND USE RESTRICTION AGREEMENT

THIS FIRST AMENDMENT TO REGULATORY AND LAND USE RESTRICTION AGREEMENT (this "Agreement") is made and entered into as of June 29, 1994, by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee ("Trustee") under a Trust Agreement dated December 27, 1991 and known as Trust No. 114960-07 (the "Trust"); BROADMOOR APARTMENTS ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership ("Owner") (Owner and Trustee are collectively referred to as the "Borrower") and the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate created by and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. (1992), as amended (the "Authority");

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RECITALS

DEPT-01 RECORDING 186666 TRAN 1146 06/29/94 13132100 \$39.00 9498 LC # -94-567359 COOK COUNTY RECORDER

WHEREAS, the Authority has previously made a mortgage loan to the Owner in the principal amount of Three Hundred and Fifty Thousand and No/100 Dollars (\$350,000.00) (the "Original Mortgage Loan"), which is evidenced by a mortgage note (the "Mortgage Note") dated February 28, 1992 from the Trustee, as maker, to the Authority, as payee, as modified by that certain Modification of Mortgage Note of even date herewith, by Borrower to the Authority (the "Modification"); and

WHEREAS, in conjunction with the Original Mortgage Loan, the Borrower and the Authority entered into a Regulatory and Land Use Restriction Agreement dated February 28, 1992, which was recorded in the Office of the Cook County Recorder of Deeds on February 28, 1992 as Document No. 92130957 (the "Regulatory Agreement");

WHEREAS, the Owner has requested that the Authority make a mortgage loan increase in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "Mortgage Loan Increase")

WHEREAS, as an inducement to the Authority's making the Mortgage Loan Increase, the Borrower agrees to enter into this Agreement;

Box 430

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NOW, THEREFORE, the parties hereto agree as follows:

1. The recitals set forth above are incorporated herein by this reference.

2. The Regulatory Agreement is hereby amended as follows:

- (a) By deleting in the ninth (9th) and tenth (10th) lines of the introductory paragraph thereof the words, "Laws 1967, p. 1931, constituting Illinois Revised Statutes, Chapter 67 1/2, Section 301, et seq." and inserting in lieu thereof "20 ILCS 3805/1 (1992) et seq.".
- (b) By deleting in the third (3rd) line of the second (2nd) recital thereof the words, "(P.A. 86-925)" and inserting in lieu thereof "310 ILCS 65/1 (1992), et seq.".
- (c) By inserting in the third (3rd) recital the words, ", as supplemented by that certain Conditional Commitment Letter to Owner from the Authority dated January 21, 1994," after the word "letter" in the first (1st) line thereof and deleting the words, "THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)" and inserting the words, "FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00)", in the second (2nd) and third (3rd) lines thereof.
- (d) By deleting Paragraph 4(c) in its entirety and inserting in lieu thereof the following:
- "(c) Initially, rent any unit in the Development for a period less than one (1) year, and after that initial one (1) year period, rent any unit for a period less than six (6) months or for more than one (1) year."
- (e) By deleting in Paragraph 5(e) the words "(Ill. Rev. Stat. 1989, ch.111 1/2 par. 3711)" and inserting in lieu thereof the words "410 ILCS 25/1" in the second (2nd) and third (3rd) lines thereof, and by inserting at the end thereof the words, "and the Americans with Disabilities Act, 42 U.S.C.12101 et seq., if applicable."
- (f) By inserting in Paragraph 6(a) the words, "or marital status, ancestry, unfavorable military discharge" after the word, "familial" in the fourth (4th) line.

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- (g) By deleting in Paragraph 6(b) the words, "Paragraph 313" and the words, "Section 10 (a)" in the first (1st) and second (2nd) lines and inserting in lieu thereof "Paragraph 3805/13" and "Paragraph 65/10", respectively.
- (h) By deleting in Paragraph 10 the words, "2, 3 (a)-(e), 3(1)-(j), 5(a), 6, 7(d)-(e), 8(b), 9-19" from the tenth (10th) and eleventh (11th) lines and inserting in lieu thereof the words "2, 3(a), 3(g), 3(1)-(j), 5(a), 5(d)-(e), 6, 7(d)-(e), 8-23".
- (i) By deleting Paragraph 19 in its entirety and inserting in lieu thereof the following:

**Notices.** Any notice, demand, request or other communication which any party may desire or may be required to give to any other party hereunder shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communication, whether by telegram or telecopier, together with confirmation of receipt; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

**Borrower:** American National Bank and Trust  
Company of Chicago  
33 N. LaSalle Street  
Chicago, Illinois 60690  
Attn. Land Trust Department  
Fax: (312) 661-5373

Broadmoor Apartments Associates  
Limited Partnership  
C/O TACH Broadmoor Development  
Corporation  
205 West Monroe Street, Ste. 5 West  
Chicago, Illinois 60606  
Attn: Ralph Brown  
Fax: (312) 368-0713

With copies to:  
Keck, Mahin and Cate  
77 E. Wacker Drive, 41st Floor  
Chicago, Illinois  
Attn: Mark Burns  
Fax: (312) 634-5000

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Chicago Equity Fund  
1991 Partnership  
c/o Chicago Equity Fund, Inc.  
One East Superior, Suite 604  
Chicago, Illinois 60611  
Attn: William W. Higginson  
Fax: (312) 943-7994

Authority: Illinois Housing Development  
Authority  
401 North Michigan Avenue  
Suite 900  
Chicago, Illinois 60611  
Attention: Legal Department  
Fax: (312) 836-5215

Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to either subsection (a) or (b) hereof shall be served and effective upon such personal service or upon dispatch by such electronic means. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective upon one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (d) shall be served and effective three (3) business days after deposit with the United States Postal Service."

- (j) By amending Paragraph 21 by deleting the amount "\$1,960,629.00" from the tenth (10th) line thereof and inserting the amount, "Two Million Sixty Thousand Six Hundred Twenty-Nine and No/100 Dollars (\$2,060,629.00)" in lieu thereof.
- k) By amending the Chicago Equity Fund Mortgage Loan Rider as follows:
- 1) by deleting the words "THREE HUNDRED FIFTY THOUSAND" where they appear in the fourth (4th) and fifth (5th) lines of the introductory paragraph thereof, and inserting in lieu thereof the words, "FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00)".
  - 2) by deleting the amount "\$1,960,629.00" in the seventh (7th) line of Paragraph 8 and inserting in lieu thereof the amount "Two

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Million Sixty Thousand Six Hundred Twenty-Nine and No/100 Dollars (\$2,060,629.00)".

3. Whenever in the Regulatory Agreement, as amended hereby, reference is made to (a) the "Mortgage", such term shall be deemed to apply and refer to the Mortgage as modified and supplemented by that certain Supplement to and Modification of Third Mortgage of even date herewith, (b) the "Note" or "Mortgage Note", such term shall be deemed to apply and refer to the Mortgage Note as modified by that certain Modification of Mortgage Note of even date herewith, (c) "Mortgage Loan", such term shall be deemed to apply to the Original Mortgage Loan, as modified herein, (d) "Regulatory Agreement" such term shall be deemed to apply to the Regulatory Agreement, as modified herein, (e) the terms defining the other Loan Documents shall be deemed to refer to such document as modified by the Modification, (f) the "Loan Documents" shall be deemed to collectively refer to the Loan Documents as modified herein or by the Modification, or (g) loans to Borrower from the City of Chicago or the Community Investment Corporation and any documents relating thereto, including without limitation, the Chicago Equity Fund Mortgage Loan Rider, shall mean the same as may have been modified or supplemented.

4. Except as herein amended, the Regulatory Agreement shall remain in full force and effect and is hereby ratified and confirmed.

5. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement but all such counterparts shall constitute one and the same Agreement.

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IN WITNESS WHEREOF, the parties have caused this First Amendment to Regulatory and Land Use Restriction Agreement to be executed as of the day and year first above written.

**TRUST:**

**AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,**  
not personally but solely as aforesaid

By: [Signature]  
Its: Second Vice President

**BROADMOOR APARTMENTS ASSOCIATES LIMITED PARTNERSHIP,** an Illinois limited partnership

By: TACH Broadmoor Development Corporation, its general partner

By: [Signature]  
Its: Pres.

**AUTHORITY:**

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY,** a body politic and corporate

By: [Signature]  
Its: MANAGER, PORTFOLIO ADMINISTRATION

lan/cbl/060894/2/12/136/regamend.3

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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EXHIBIT A

## LEGAL DESCRIPTION

### PARCEL 1:

\*\*\*LOTS 34, 35, 36, AND 37 IN GERMANIA ADDITION TO EVANSTON, BEING A SUBDIVISION OF BLOCKS 2 AND 3 IN DREYER'S LAKE SHORE ADDITION TO EVANSTON AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE AND SOUTH AND WEST OF SAID BLOCKS 2 AND 3, IN COOK COUNTY, ILLINOIS.\*\*\*

### PARCEL 2:

\*\*\*LOTS 55, 56 AND 57 IN GERMANIA ADDITION TO EVANSTON BEING A SUBDIVISION OF BLOCKS 2 AND 3 OF DREYER'S LAKE SHORE ADDITION TO EVANSTON AND THAT PART OF THE NORTH WEST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF INDIAN BOUNDARY LINE AND SOUTH AND WEST OF SAID BLOCKS 2 AND 3 IN COOK COUNTY, ILLINOIS.\*\*\*

### PERMANENT REAL ESTATE INDEX NUMBERS:

11-29-105-017  
11-29-105-018  
11-29-106-010  
11-29-106-011  
11-29-106-012

### COMMONLY KNOWN AS:

7600 NORTH BOSWORTH  
7605-07 NORTH BOSWORTH  
7609-11 NORTH BOSWORTH  
1514 WEST HOWARD  
CHICAGO, ILLINOIS

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02/28/2025

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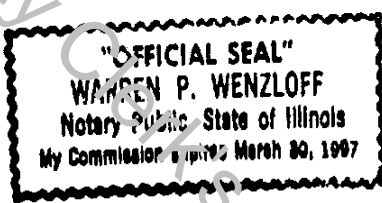
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STATE OF ILLINOIS    )  
                              )    SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Ralph Brown, personally known to me to be the Pres. of TACH BROADMOOR DEVELOPMENT CORPORATION, the general partner of BROADMOOR APARTMENTS ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as Pres. of TACH BROADMOOR DEVELOPMENT CORPORATION, the general partner of BROADMOOR APARTMENTS ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, as his free and voluntary act and deed and as the free and voluntary act and deed of same corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 29 day of June, 1994.

*War P Wenzloff*  
Notary Public



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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 H. Johansen, personally known to me to be the Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee, as his free and voluntary act and deed and as the free and voluntary act and deed of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee, for the uses and purposes therein set forth.

JUN 29 1994

Given under my hand and official seal this \_\_\_ day of June, 1994.

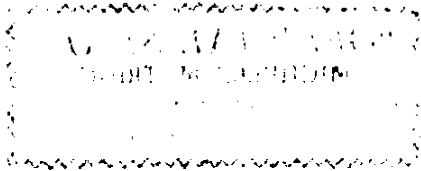
*Michelle M. Trigo*  
\_\_\_\_\_  
Notary Public



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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 Gregory Lewis personally known to me to be the MANAGER, PORTFOLIO ADMINISTRATION of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY and personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument in her capacity as MANAGER, PORTFOLIO ADMINISTRATION of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY as her free and voluntary act and deed and as the free and voluntary act and deed of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY for the uses and purposes therein set forth.

Given under my hand and official seal this 29<sup>th</sup> day of June, 1994.

Elaine Marie Konopasek  
Notary Public



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