

UNOFFICIAL COPY 98951403

Project Name: First Sunnyfield Cooperative
Project Number: 071-55003
Location: Ford Heights, Illinois

2491/0329 03 001 Page 1 of 3
1998-10-22 14:28:38
Cook County Recorder 67.00

Project Name: Second Sunnyfield Cooperative
Project Number: 071-55019
Location: Ford Heights, Illinois



STATE OF ILLINOIS)
)
COUNTY OF COOK)

SPECIAL WARRANTY DEED

115747906 5/20/98

That, Andrew M. Cuomo, Secretary of Housing and Urban Development (hereinafter referred to as Grantor), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, to him in hand paid, the receipt of which is hereby acknowledged, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the Village of Ford Heights, Illinois, hereinafter referred to as Grantee) all the following described property situated in the City of Ford Heights, County of Cook, State of Illinois, and more particularly described on the attached Exhibit "A" together with all improvements situated thereon, and

J

TO HAVE AND TO HOLD, the above described property, together with all and singular the rights and appurtenances "hereunto in anywise belonging, unto the said Grantee(s), its successors and assigns forever.

SUBJECT to and as AFFECTED by, however, all covenants, easements, restrictions, reservations, conditions and rights appearing of record; and SUBJECT to any state of facts which an accurate survey would show.

GRANTOR hereby binds himself, his successors and assigns, to WARRANT and forever DEFEND, with the exceptions stated above, all and singular, the said property unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

SAID premises shall be subject to the following:

BOX 333-CT1

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

98951403

I. ENFORCEMENT

The covenants set forth in this Deed shall run with the land hereby conveyed and, to the fullest extent permitted by law and equity, shall be binding for the benefit and in favor of and enforceable by the Grantor and his successors in office.

The Grantor shall be entitled to (a) institute legal action to enforce performance and observance of these covenants, (b) enjoin any acts which are violative of these covenants, and (c) exercise any other legal or equitable right or remedy with respect to these covenants.

In addition, the covenants, if any, set forth in this Deed relating to Section 8 assistance shall be enforceable by any tenant or applicant eligible for assistance under the Section 8 program.

II. TENANT-BASED SECTION 8 ASSISTANCE

Nondiscrimination Against Section 8 Certificate Holders and Voucher Holders

In order to comply with Section 204 of the Housing and Community Development Amendments of 1978, 42 USC §1701z-12, as amended, the Grantee, for itself, its successors and assigns, agrees not to unreasonably refuse to lease a dwelling unit offered for rent, refuse to offer or sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any tenant or purchaser is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 USC §1437f), or any successor legislation (hereinafter referred to as "Section 8"). This provision is limited in its application for tenants or applicants with Section 8 Certificates or Vouchers, to those units which rent for an amount not greater than 120 percent of the Section 8 fair market rent for a comparable unit in the area as determined by the Grantor.

This covenant shall bind the Grantee, its successors, assigns and purchasers for value, for a period equal to the rental/cooperative use restriction, which is 20 years from the date of this Deed. In the event of a breach or a threatened breach of this covenant, the Grantor, his successors in office and/or one or more third-party beneficiaries, shall be entitled to institute legal action to enforce performance and observance of such covenant and to enjoin any acts which are violative of such covenant. For the purposes of this covenant, a third-party beneficiary shall be any person who holds a Certificate of Family

Participation or a Voucher under Section 8 or any equivalent document under successor legislation.

III. EQUITY PARTICIPATION

- (1) If the Grantee, or any of its successors, assigns or purchasers for value sells, assigns, transfers or conveys the Property (collectively, a "Sale"), the Sale proceeds, less any expenses incurred by the Grantee, as approved by Grantor, consisting of (1) reasonable transaction costs, (2) purchase price paid by the Grantee for the Property, (3) amounts previously paid by the Grantee to the Grantor under paragraph (2) of this Rider since the sale of the Property from Grantor to Grantee, or (4) other costs incurred but not yet paid by Grantee related to renovation and rehabilitation other than routine maintenance and repairs, and which are not funded by grant funds provided by the Grantor, shall be assigned to the Grantor in the following amounts:
- (a) between the date of the Deed and fifteen years from the date of the Deed, one hundred (100) percent;
 - (b) between fifteen years, one day and twenty years from the date of the Deed, seventy-five (75) percent;
 - (c) between twenty years, one day and thirty years from the date of the Deed, fifty (50) percent; and
 - (d) over thirty years from the date of the Deed, twenty-five (25) percent.
- (2) If the Grantee, its successors, assigns or purchasers for value, refinances without approval in writing from Grantor, including without limitation the placement of any indebtedness secured by the Property ("Refinancing"), the proceeds from the refinancing, less any expenses incurred by the Grantee consisting of (1) reasonable transaction costs, (2) any mortgage debt paid off in connection with the refinancing, (3) costs paid by Grantee, as approved by Grantor, related to renovation and rehabilitation other than routine maintenance and repairs, or (4) amounts previously paid by Grantee to Grantor under this paragraph (2), shall be paid to the Grantor in the manner provided in Section (1) (a) - (d), above.
- (3) The Grantee shall keep or cause to be kept, accurate records of account of any Sale or Refinancing and of the cost of renovation and rehabilitation. The Grantor, during

Grantee's normal working hours, shall have the right to enter and have free access to inspect all books and records of the Grantee. Upon the written request of the Grantor, the Grantee shall retain an independent certified public accountant who shall prepare an accounting of any Sale, Refinancing, or cost of renovation or rehabilitation.

- (4) Tenant owners of the cooperative, upon deciding to leave the cooperative or sell their interest can only recover the initial equity investment not to exceed eight hundred dollars (\$800), this provision being effective from the date of the Deed to fifteen (15) years from the date of the Deed.

IV. RENTAL OR COOPERATIVE USE

Use Restriction

- (1) The Grantee covenants that the Property will be maintained as rental or cooperative housing for a period of twenty (20) years after the date of this Deed or such earlier time as the Grantor may specify in writing (the "Restricted Period").
- (2) During the Restricted Period, the Grantee may not market dwelling units for any purpose other than rental or cooperative housing without the Grantor's prior written approval.
- (3) Any change in the use or number of commercial units in the Property, from the use or number indicated as of the date of the Contract of Sale must receive prior written approval of the Grantor.

V. TRANSFER OF TITLE

The Village of Ford Heights agrees to execute and deliver a deed to the property to the Ford Heights Cooperative, Inc. upon the date of the closing of the property with HUD, for the same consideration as paid to HUD by the Village of Ford Heights.

VI. RESIDUAL RECEIPTS

The Grantee, its successors, assigns or purchasers, for value will establish and maintain a residual receipts account in an interest-bearing account. The Grantee, its successors, assigns or purchasers for value, will deposit into this account

UNOFFICIAL COPY

98951403

at the end of each fiscal year, for thirty years, or the period when the property is no longer being utilized for rental or cooperative housing, whichever is lesser, all surplus cash after all project expenses have been paid, and the required deposits have been made to the replacement reserve account.

The residual receipts shall be subject to the control of Community Investment Corporation and disbursements from such funds may be made only with the written consent of Community Investment Corporation which will not be unreasonably withheld. Owners may request the release of funds from the residual receipts account for purposes including, but not limited to, implementing educational programs or continuing on-going programs. Owners should be able to project how much money will be needed at specific points in the future.

Within 60 days following the end of each fiscal year, HUD will be furnished with a complete annual financial statement including deposits and withdrawals from the replacement reserve account based upon an examination of the books and records of purchaser prepared in accordance with the requirements of HUD. Any funds remaining in the residual receipts account at the end of the twenty years or the period when the property is no longer being utilized for rental or cooperative housing, whichever is lesser, will be divided equally between the Department and the Grantee, its successors, assigns or purchasers for value.

VII. ESCROW

The parties agree that this contract, along with the contract by and between The Village of Ford Heights, Illinois, and Ford Heights Cooperative, Inc., shall be closed through one escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement, or such other as may expedite the closing, then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with these contracts. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and these contracts and the earnest money shall be deposited in the escrow. In addition, the Deeds in Lieu of Foreclosure issued by First Sunnyfield Cooperative and Second Sunnyfield Cooperative shall be deposited in this escrow and shall be recorded only at the time of the recording of the other deeds deposited in the escrow, otherwise to be returned to the issuers thereof. The cost of the escrow shall be born by Grantee.

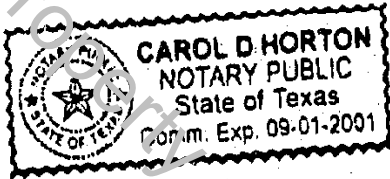
UNOFFICIAL COPY

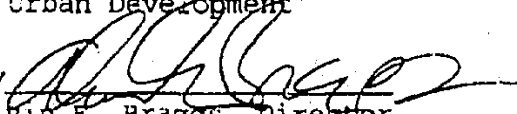
98951403

The effective date of this Deed is September 23, 1998. Should any of the above covenants be held invalid in whole or in part, it shall not affect or invalidate the balance of such covenant or any other covenants.

IN WITNESS WHEREOF, the undersigned on September 17, 1998, has set his hand and seal as Director, Fort Worth Multifamily PD Center, Fort Worth, Texas, for and on behalf of the said Secretary of Housing and Urban Development.

Andrew M. Cuomo
Secretary of Housing and
Urban Development



By 
Alvin E. Braggs, Director
Ft. Worth Multifamily
PD Center
Fort Worth, Texas

Exempt under provisions of Paragraph 8, Section 4,
Real Estate Transfer Tax Act."

9-23-98

Date


Buyer, Seller or Representative

Prepared by

Jack Stach
US Dept of Housing
1600 Shoemaker Blvd
Ft Worth, Tx 76102

Mail to:

Valley Ford Heights
Attn: Mayor's office
1343 Ellis
Ford Heights, Ill.

UNOFFICIAL COPY

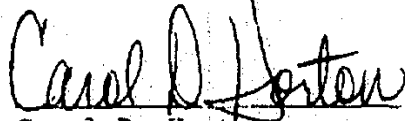
98951403

STATE OF TEXAS)
)
COUNTY OF TARRANT)

Before me, the undersigned authority, on this day personally appeared Alvin E. Braggs known to me to be the duly appointed Director, Fort Worth Multifamily PD Center, Ft. Worth, Texas, whose name is subscribed to the foregoing instrument dated September 17, 1998, by virtue of the authority vested in him, and acknowledged to me that he executed the same as Director, Fort Worth Multifamily PD Center, for and on behalf of Andrew M. Cuomo, Secretary of Housing and Urban Development, for the purpose and consideration therein expressed.

Given under my hand and seal this 17th day of September, 1998.

SEAL



Carol D. Horton,
Notary Public in and
for Tarrant County, Texas

Property of Cook County Clerk's Office

UNOFFICIAL COPY

98951403

EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOTS 34 TO 50, INCLUSIVE, LOTS 139 TO 157, INCLUSIVE, AND LOTS 162 TO 175, INCLUSIVE, IN J. E. MERRIONS SUNNYFIELD, A SUBDIVISION OF THE NORTHWEST 1/4 (EXCEPT THE SOUTH 165 FEET THEREOF) OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 32-23-122-033-0000
32-23-123-034-0000
32-23-125-030-0000
32-23-123-033-0000
32-23-124-033-0000
32-23-127-021-0000

PARCEL 2:

LOTS 17 TO 33, INCLUSIVE, LOTS 176 TO 189, BOTH INCLUSIVE, LOTS 194 TO 212, BOTH INCLUSIVE, IN J. E. MERRION SUNNYFIELD, A SUBDIVISION OF THE NORTHWEST 1/4 (EXCEPT THE SOUTH 165 FEET THEREOF) OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 32-23-122-033-0000
32-23-123-034-0000
32-23-125-030-0000
32-23-123-033-0000
32-23-124-033-0000
32-23-127-021-0000

SE CORNER OF COTTAGE GROVE
10TH, FORD HEIGHTS, IL

UNOFFICIAL COPY

Property of Cook County Clerk's Office