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DECLARATION OF COVENANTS

This document was prepared by and should be returned after recording to:

Jay R. Goldberg
Rosenthal and Schanfield, P.C.
55 East Monroe Street
46th floor
Chicago, Illinois 60603

Recorder's Box # 78

Common Address of Property:

2230 Breezewood Lane
Hanover Park, Illinois

Permanent Index Numbers:

06-36-313-028-0000
06-36-313-029-0000
06-36-313-030-0000
06-36-313-031-0000
06-36-313-032-0000

06-36-313-033-0000
06-36-313-034-0000
06-36-313-035-0000
06-36-313-036-0000
06-36-313-037-0000

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DECLARATION OF COVENANTS

THIS DECLARATION OF COVENANTS ("Declaration"), made and executed as of this 8th day of September, 1997, by LaSalle National Bank, as Trustee under a Trust Agreement dated January 24, 1985 and known as Trust No. 109252 ("Declarant") and Prairie Properties, LLC ("Mortgagee").

RECITALS:

Declarant is the owner of certain property ("Property") located on 2230 Breezewood Lane, Hanover Park, Illinois. The Property is more particularly described in the legal description attached hereto as Exhibit A.

On March 21, 1996, pursuant to the Multifamily Housing Property Disposition Reform Act of 1994, the United States Department of Housing and Urban Development ("HUD") published a final rule regarding, among other matters, the sale of HUD-held multifamily mortgages and the restrictions applicable to mortgage purchasers and the owners of projects securing such loans. See 61 Fed. Reg. 11684 (March 21, 1996), amended, 61 Fed. Reg. 19189 (May 1, 1996). The final rule became effective April 22, 1996, and appears at part 290, subpart B of Title 24 of the Code of Federal Regulations, as amended ("Regulations").

On or about December 12, 1996, HUD offered the mortgage ("Mortgage") secured by the Property for sale in the Midwest Region Auction of HUD-held, unsubsidized multifamily mortgages. At the time HUD offered the Mortgage for sale, the Mortgage was delinquent and Mortgagee, as assignee or the successful bidder, purchased the Mortgage from HUD without FHA mortgage insurance. Certain provisions of the Regulations are thus applicable to the Mortgage.

Pursuant to Subsection 7.06E of the Loan Sale Agreement dated December 12, 1996, governing the sale, assignment and transfer of the Mortgage from HUD (the "Loan Sale Agreement"), Mortgagee is obligated to comply with the requirements of the Regulations, including the requirement that a declaration of covenants be recorded in the event of any final compromise of the debt evidenced by the Mortgage.

As part of the consideration for the final compromise of the debt secured by the Mortgage and as required by the terms of the Loan Sale Agreement, Declarant has agreed to record the following covenants.

NOW, THEREFORE, in consideration of the above Recitals, which are made a part hereof, and other good and valuable consideration, the receipt and

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sufficiency of which are hereby acknowledged, Declarant hereby declares, covenants and agrees as follows:

1. Declarant, its successors and assigns, and any transferee of title to the Property, its successors and assigns, shall not unreasonably refuse to lease a dwelling unit offered for rent, offer to sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any existing or prospective tenant or purchaser is a certificate or voucher holder, as defined in part 982 of Title 24 of the Code of Federal Regulations, and successor regulations. This nondiscrimination covenants shall expire on February 1, 2020, the maturity date of the Mortgage as stated in the Mortgage on the date HUD sold the Mortgage to Mortgagee. Any certificate or voucher holder or a public housing authority on behalf of certificate or voucher holders shall have the right to seek judicial enforcement of this nondiscrimination covenant in state or federal court.

2. Declarant, its successors and assigns, and any transferee or title to the Property, its successors and assigns, will, each at their own cost and expense, do, execute, acknowledge and deliver all and every such further acts and assurances as may be necessary at such time and from time to time in order to better assure or confirm the obligations and agreements under this Declaration.

3. Declarant and ^{Mortgagee and their respective} successors or assigns hereby acknowledge that their interests are and shall remain subordinate to this Declaration until the expiration hereof as provided above in Section 1.

4. The provisions of this Declaration are severable and the invalidity of one or more of the provisions shall not affect the validity or enforceability of any other provisions.

5. The terms, conditions and provisions of this Declaration shall be deemed covenants running with the land and any transferee of title to the Property, its successors and assigns and its heirs, personal representatives, successors and assigns shall be bound jointly and severally hereby.

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as trustee, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by MORTGAGEE AND TRANSFEREE are undertaken by it solely as trustee, as stipulated, and not individually and all statements herein made by it are made by it as such trustee and are made accordingly, and no personal liability shall be incurred or be enforceable against LASALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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IN WITNESS WHEREOF, Declarant and Mortgagee have caused this Declaration to be executed by their duly authorized representatives as of the date first written above.

LaSalle National Bank, as Trustee under a Trust Agreement dated January 24, 1985 and known as Trust No. 109252 and not personally.

By: *Joseph W. Lang*
Name: JOSEPH W. LANG
Title: SR. VICE PRESIDENT

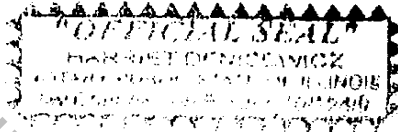
STATE OF ILLINOIS

COUNTY OF COOK

I HEREBY CERTIFY that on the 22nd day of AUGUST, 1997, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared JOSEPH W. LANG, who has been satisfactorily proven to be the person whose signature is subscribed to this written instrument and has executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this 22nd day of AUGUST, 1997.

Hazel D. ...
Notary Public



(Signatures continued on following page)

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(Signatures continued from preceding page)

PRAIRIE PROPERTIES, LLC

CONDOR ONE, INC.,

By: ~~GE Capital Realty Group, Inc., its asset management firm~~ MANAGING AGENT

By: 

Name: JOHN G. JEGEN

Its: VICE PRESIDENT

STATE OF TEXAS

COUNTY OF DALLAS

I HEREBY CERTIFY that on the 8th day of September, 1997, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared John G. Jegen, who has been satisfactorily proven to be the person whose signature is subscribed to this written instrument and has executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this 8th day of September, 1997.

Anna M. Wood
Notary Public



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LEGAL DESCRIPTION

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1
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5

THAT PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF LAKE STREET AND SOUTHEASTERLY LINE OF WALNUT AVENUE; THENCE SOUTH 53 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID NORTHEASTERLY LINE OF LAKE STREET, 200.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 53 DEGREES 30 MINUTES 00 SECONDS EAST, 793.82 FEET; THENCE NORTH 26 DEGREES 46 MINUTES 08 SECONDS EAST, 523.66 FEET; THENCE NORTH 46 DEGREES 31 MINUTES 08 SECONDS WEST, 228.57 FEET; THENCE SOUTHERLY AND WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.0 FEET, CHORD BEARING NORTH 68 DEGREES 25 MINUTES 17 SECONDS WEST, FOR A DISTANCE OF 118.85 FEET; THENCE NORTH 53 DEGREES 30 MINUTES 00 SECONDS WEST, 256.27 FEET; THENCE SOUTH 36 DEGREES 30 MINUTES 00 SECONDS WEST, 160.03 FEET; THENCE NORTH 53 DEGREES 30 MINUTES 00 SECONDS WEST, 244.69 FEET; THENCE SOUTH 36 DEGREES 30 MINUTES 00 SECONDS WEST, 160.03 FEET; THENCE SOUTH 53 DEGREES 30 MINUTES 00 SECONDS EAST, 108 FEET; THENCE SOUTH 36 DEGREES 30 MINUTES 00 SECONDS WEST, 200.0 FEET TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

Also described as:

LOTS 3 TO 12 IN J. R. WILLENS HANOVER TERRACE APARTMENTS, ASSESSMENT PLAT, A SUBDIVISION OF (EXCEPT THE WESTERLY 20 FEET OF THE SOUTHERLY 200 FEET) OUTLOT A AND LOTS 1 TO 11 IN HANOVER PARK TERRACE, A SUBDIVISION OF PART OF SECTIONS 35 AND 36, TOWNSHIP 41 NORTH, RANGE 9 TOGETHER WITH A STRIP OF LAND 121 FEET WIDE LYING EASTERLY AND ADJOINING SAID OUTLOT A AND LOT 11 IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A

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