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Doc. 1502557 Vol. 2007 Page 200

COMMENCING AT A POINT ON THE EAST LINE OF LOT 15 IN ROBERTSON'S SUBDIVISION WHICH POINT IS 10 FEET SOUTH OF THE NORTH EAST CORNER OF LOT 15; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 10 FEET OF LOT 15; THENCE 1/4 IN ROBERTSON'S SUBDIVISION, AFORESAID, AND SAID SOUTH LINE EXTENDED, A DISTANCE OF 415.00 FEET, TO A POINT IN S. HARPER AVENUE AND THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 18.00 FEET; THENCE SOUTH WEST ALONG A LINE THAT FORMS AN ANGLE OF 45 DEGREES TO THE RIGHT WITH PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 109.00 FEET; THENCE SOUTH ALONG A LINE THAT FORMS AN ANGLE OF 45 DEGREES TO THE LEFT WITH A PROLONGATION OF THE LAST

SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF EAST 63RD PLACE LYING EAST OF THE EAST LINE OF SOUTH HARPER AVENUE EXTENDED, EAST AND WEST OF THE WEST LINE OF SOUTH HARPER AVENUE EXTENDED, ALSO THAT PART OF SOUTH HARPER AVENUE LYING NORTH OF THE NORTH LINE OF EAST 64TH STREET EXTENDED, AND SOUTH OF A LINE WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF EAST 63RD STREET EXTENDED.

82, 83 AND 88 IN ROBERTSON'S SUBDIVISION, AFORESAID.

LOTS 1 THROUGH 22, TOGETHER WITH THE 10 FOOT ALLEYS ADJOINING SAID

ROBERTSON'S SUBDIVISION, AFORESAID.

LOT "A" IN R.G. MCLELLAN'S CONSOLIDATION OF PARTS OF CERTAIN LOTS IN

OF LOT 16 IN ROBERTSON'S SUBDIVISION, AFORESAID.

LOTS 1, 2 AND 3 IN THE SUBDIVISION OF LOTS 6, 7 AND THE EAST 1/2

SUBDIVISION OF THE NORTH 25.25 ACRES OF THAT PART OF THE EAST 1/2

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SEVENTH The grantee shall pay real estate taxes or assessments on the property or any part thereof when due, if applicable, prior to the issuance by grantor of a Completion Certificate (as hereinafter defined), the grantee

SECOND The grantee shall devote the property only to the uses specified in the applicable provisions of the 63rd-Stony Island Redevelopment Plan February, 1977 approved by the Chicago City Council pursuant to Ordinance passed March 21, 1977 including any amendments approved by the City Council prior to the date of this Quitclaim Deed, and the uses set forth in the Illinois Redevelopment Action Grant Development/Loan Agreement for said property (hereinafter referred to as the "Contract") between grantor and grantee dated October 2, 1987.

THIRD The grantee shall devote the property only to the uses specified in the applicable provisions of the 63rd-Stony Island Redevelopment Plan February, 1977 approved by the Chicago City Council pursuant to Ordinance passed March 21, 1977 including any amendments approved by the City Council prior to the date of this Quitclaim Deed, and the uses set forth in the Illinois Redevelopment Action Grant Development/Loan Agreement for said property (hereinafter referred to as the "Contract") between grantor and grantee dated October 2, 1987.

Permanent Index Number(s):  
20-23-205-001 through  
005; 20-23-208-001  
through 011; 20-23-  
209-010 through 013

Commonly known as:  
6301-6357 South  
Blackstone Avenue,  
Chicago, Illinois

DESCRIBED COURSE, A DISTANCE OF 70.00 FEET, THENCE SOUTH EAST ALONG A LINE THAT FORMS AN ANGLE OF 45 DEGREES 00 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 319.00 FEET, THENCE SOUTH WEST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 124.00 FEET, THENCE SOUTH ALONG A LINE THAT FORMS AN ANGLE OF 45 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 119.432 FEET TO THE SOUTH LINE OF LOT 37, BEING ALSO THE NORTH LINE OF EAST 64TH STREET, IN ROBERTSON'S SUBDIVISION, AFORESAID, THENCE WEST ALONG THE NORTH LINE OF EAST 64TH STREET, A DISTANCE OF 264.697 FEET TO THE EAST LINE OF SOUTH BLACKSTONE AVENUE, THENCE NORTH ALONG THE EAST LINE OF SOUTH BLACKSTONE AVENUE AND SAID EAST LINE EXTENDED, A DISTANCE OF 577 FEET TO A POINT WHICH IS 20 FEET SOUTH OF THE NORTH LINE OF LOT 4, BEING ALSO THE SOUTH LINE OF EAST 63RD STREET IN ROBERTSON'S SUBDIVISION, AFORESAID, THENCE NORTH EAST, A DISTANCE OF 14.09 FEET TO A POINT WHICH IS 10 FEET EAST OF THE EAST LINE OF SOUTH BLACKSTONE AVENUE, AS EXTENDED, AND 10 FEET SOUTH OF THE NORTH LINE OF LOT 4 IN ROBERTSON'S SUBDIVISION, AFORESAID, THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 10 FEET OF LOTS 4 AND 5 IN ROBERTSON'S SUBDIVISION, AND ALONG THE SOUTH LINE OF THE NORTH 10 FEET OF LOTS 1 AND 2 IN THE RESUBDIVISION OF LOTS 6 AND 7 AND THE EAST 1/2 OF LOT 16 IN SAID ROBERTSON'S SUBDIVISION, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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Notwithstanding any of the provisions of this Quitclaim Deed, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage or trust deed or a holder who obtains title to the property as a result of foreclosure of such mortgage or trust deed

certificates by the grantor. Subsequent to the conveyance shall terminate upon the issuance of a completion said right of re-entry by the grantor upon the happening of an event successors in interest, to and in the property shall revert to the grantor, deed, and such title, rights and interests of the grantee, or any assigns or possession of the property and terminate the estate conveyed by this Quitclaim Deed, provided for in the contract, the grantor may re-enter and take possession of the property and terminate the estate conveyed by this Quitclaim Deed, which have not been cured or remedied within the period and in the the grantee details in or breaches any of the terms or conditions of the part thereof and prior to delivery of a completion certificate by the grantor, in the event that subsequent to the conveyance of the property or any

shall remain in effect without any limitation as to time. The covenants and agreements contained in the covenant numbered FIRST shall terminate on November 13, 2018. The covenants and agreements contained in covenants numbered SECOND, THIRD and FOURTH shall terminate on the date the grantor issues the Completion Certificate as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the grantee from its obligation to pay real estate taxes or assessments on the property or any part thereof. The covenant numbered FIFTH

THIRD: The grantee agrees for itself and any successor in interest not to discriminate upon the basis of race, religion, color, sex, or national origin in the sale, lease, or rental or in the use or occupancy of the property or any part thereof or of any improvements erected or to be erected thereon or any part thereof

THIRD: Until the grantor certifies in writing that the aforesaid improvements have been completed, the grantee shall have no right to convey the property except as heretofore permitted by this Quitclaim Deed. For purposes of this section convey includes the assignment of a beneficial interest in a trust, where the property is acquired by a corporation, partnership or similar legal entity there shall be no transfer by any party owning a ten percent (10%) or more interest in said entity or any other significant change in the constitution of said entity until a full completion certificate is issued.

THIRD: The grantee shall promptly commence the construction of the aforementioned improvements on the property in accordance with construction plans approved by the grantor and shall diligently proceed with the construction of said improvements to completion; provided, that, in any event, construction of said improvements shall commence on or before May 1, 1988 and shall be completed on or before May 1, 1990.

THIRD: The grantee shall promptly commence the construction of the aforementioned improvements on the property in accordance with construction plans approved by the grantor and shall diligently proceed with the construction of said improvements to completion; provided, that, in any event, construction of said improvements shall commence on or before May 1, 1988 and shall be completed on or before May 1, 1990.

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The Grantor certifies that all conditions precedent to the valid execution and delivery of this Quitclaim Deed in its part have been complied with and all things necessary to constitute the Quitclaim Deed, a valid binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Quitclaim Deed on its part have been and are in all respects authorized in accordance with the law.

The Completion Certificate shall be in such form as will enable it to be recorded in the proper office for the recording of deeds and other instruments pertaining to the property. If the Grantor shall refuse or fail to provide the Completion Certificate, the Grantor shall, within forty-five (45) days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail what acts or measures will be necessary in the opinion of the Grantor, for the Grantee to take or perform in order to obtain the Completion Certificate.

Promptly after the completion of the above mentioned improvements, in accordance with the provisions of the approved construction plans, the Grantor will furnish the Grantee with an appropriate instrument so certifying in accordance with the terms of the Contract (the "Completion Certificate"). The Completion Certificate shall be a conclusive determination of satisfaction and termination of the agreement and covenants in the Contract and in this Quitclaim Deed with respect to the construction of the improvements and the dates for beginning and completion thereof provided, that, if there is upon the property a mortgage insured or held or owned by the Federal Housing Administration, and the Federal Housing Administration shall have determined that all buildings constituting a part of the improvements and covered by such mortgage are, in fact, substantially completed in accordance with the approved construction plans, and are ready for occupancy, then, in such event, the Grantor and the Grantee shall accept the determination of the Federal Housing Administration as to such completion of the construction of the improvements in accordance with the approved construction plans, and, if the other agreements and covenants in the Contract obligating the Grantee in respect to the construction and completion of the improvements have been fully satisfied, the Grantor shall forthwith issue its Completion Certificate.

In the event the Grantee wishes to make any changes in regard to the property, use, such change and respective site plans must be approved by the Department of Housing.  
For purposes of the foregoing paragraphs a holder of any mortgage or trust deed does not include a party who acquires title to the property from or through such holder, or a purchaser at a foreclosure sale other than the holder of the mortgage which is the subject to such foreclosure proceedings.

Nothing in this section or provision of this Quitclaim Deed shall be construed to obligate such holder, or any other covenant or any other provision in this section or complete the construction of the improvements or to guarantee such improvements thereon other than those permitted in the 63rd-65th level redevelopment plan and the contract.

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MATTHEW S. KOZUBOWSKI, CITY CLERK

*Matthew S. Kozubowski*

ATTEST:

HAROLD WASHINGTON, MAYOR

*Harold Washington*

BY:

CITY OF CHICAGO,

IN WITNESS WHEREOF, the Creator has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly attixed and attested, by the Mayor and by the City Clerk, on or as of the 1st day of November, 1927.

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## 1. Recitals.

1.1 Developer intends to construct an approximately 91,000 square foot, multi-story Y.M.C.A. facility with swimming pools, gym and track facilities, child care and multi-purpose space, outdoor recreational facilities and related parking on a site located between East 63rd and 64th Streets and between Stony Island Avenue and Blackstone Street in Chicago, Illinois ("Southside Y"), and

1.2 The Southside Y will be built in two phases. Phase I will involve acquisition of part of the site ("Site I") from the City and construction of the facility and related parking (Phase I). Phase I will be financed by funds provided by the Developer, a loan from the City secured by a purchase money mortgage, a loan from the City of Urban Development Action Grant Funds and a loan from the City of C.D. Float funds, as defined herein; and

1.3 The City, through the Department of Housing ("D.O.H."), has entered into an agreement with the United States Department of Housing and Urban Development ("U.S.D.H.") for a \$1,200,000 Urban Development Action Grant ("U.D.A.G.") for the purpose of providing a low-interest loan to Developer. Execution of the U.D.A.G. agreement was first ordered by the City Council of the City by ordinance passed on July 9, 1986; and

1.4 The City, as recipient of Community Development Block Grant funds ("C.D. Funds") made available pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"), may currently utilize available but unexpended C.D. Funds (the "C.D. Float Funds") for low interest land acquisition, construction and development projects such as the Southside Y. The City Council of the City, by ordinance passed July 9, 1986, authorized the Commissioner of D.O.H. to negotiate a loan of C.D. Float Funds (the "C.D. Float Loan") to the Developer in an amount not to exceed \$4,000,000 for the purpose of providing interim financing for Phase I and

1.5 The loan of U.D.A.G. Funds and C.D. Float Funds for Phase I will be made and secured by an agreement executed by and between the City, the Developer and Harris Trust and Savings Bank, dated as of September 21, 1987 ("U.D.A.G. Loan Agreement"); and

1.6 Phase II will involve the acquisition of additional adjacent lands from the City ("Site II") and construction of outdoor recreational facilities including a baseball field and tennis, basketball and volleyball courts ("Phase II" or "Project"); and

1.7 The Department of Housing of the City of Chicago (D.O.H.) has applied to the Illinois Development Finance Authority ("I.D.F.A.") for a \$275,000 Illinois Development Action Grant ("I.D.A.G.") for the purpose of providing a loan to Developer, such loan to be made and secured in accordance with this Agreement; and

1.8 The aforementioned I.D.A.G. application was authorized by the City Council of the City by ordinance passed on June 15, 1987; and

1.9 The total cost of the Southside Y is anticipated to be approximately \$10,410,000 of which \$5,500,000 shall be loaned to the Developer by the City under various security instruments pursuant to the U.D.A.G. Loan Agreement, \$4,935,000 shall be privately

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Development Costs: All costs, expenses and expenditures incurred or anticipated to be incurred for the Project including, but not limited to, the purchase price of the Property, town fees, interest, real estate taxes, amounts paid to contractors and tradesmen for labor and materials, and all other construction costs, costs of "site improvements" (although incurred after Completion), costs of relocating utilities and other site work, amounts paid for fixtures, machinery, equipment and furnishings of all types and kinds, title insurance premiums and charges, architect fees, surveys fees, attorney's fees, permit fees, management fees, consultants' fees, construction manager's fees, developer fees,

Developer's Equity: Cash or other form of liquid securities totaling at least \$4,035,000 that has or will be invested in the Project.

Covenant: The instrument to be delivered to the City pursuant to Section 5.4 of this Agreement.

Construction Contract: The agreement between the Developer and General Contractor providing for construction of the Project.

Completion: The substantial completion of any work as the context requires. For the purpose of this definition, Phase II of the Project will be considered Complete when the facilities are substantially finished in conformity with local codes and ordinances (but subject to substantial incomplete matters such as the correction or completion of "punch list items") and ready for use. This definition of "Complete" also is applicable to other forms of the word "Complete", such as "Completion" and "Completed", as used in this Agreement.

Commissioner: The Commissioner of the Department of Housing of the City of Chicago or such other person as may be designated by the Mayor of the City.

Architect: Buildings and Furnishings Service, or any other licensed architect employed by the Developer.

In addition to any other definitions contained herein, the following words and terms as used in this Agreement shall have the meanings set forth below unless the context or use in another part of the Agreement requires a different meaning or intent:

2. Definitions.

1.12 The Developer desires to complete the Project in accordance with this Agreement.

1.11 The development of the Project would not reasonably be anticipated without the financing program contemplated by this Agreement, and

1.10 The implementation of the financing program described herein will be of mutual benefit to both the City and the Developer in developing the Southside Y as contemplated by this Agreement; and

financed through developer's equity and \$875,000 shall be loaned by the City to the Developer out of I.D. A.G. proceeds; and

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acquisition fees, heat, electricity, fuel, and insurance costs, broker and leasing commissions, marketing costs, and any losses resulting from operating expenses exceeding revenues through the date a Competition Certificate is issued.

Blowdown Agreement: Agreement between the City and the Construction Lender, as required.

Event of Default: Any one or more of the conditions or events specified in Section 5.1 hereof.

General Contractor: \_\_\_\_\_ or such other general contractor as is approved by the City for the construction of the Project.

Guaranty: The Guaranty of Performance, dated as of October 1, 1987, from the Developer to the City.

I.D.A.G. Agreement: The agreement to be entered into between the City and I.D.F.A. containing certain obligations of the City with respect to the I.D.A.G. for the Project.

I.D.A.G. Application: The application made by D.O.H. to I.D.F.A. for a \$875,000 I.D.A.G. to assist the Developer in developing the Project.

I.D.A.G. Loan: The loan in the amount of Eight Hundred Seventy-five Thousand Dollars (\$875,000) to be made by the City to the Developer from the I.D.A.G. proceeds.

I.D.A.G. Loan Note: The promissory note of Developer and the Land Trustee, if any, evidencing the obligation to repay the I.D.A.G. Loan.

I.D.A.G. Loan Security Document: The documents required to secure the I.D.A.G. Note as described in Section 3.9 of this Agreement.

I.D.A.G. Regulations: The rules and regulations governing I.D.A.G.s and promulgated pursuant to Section 7(n) of the Development Finance Authority Act (Ill. Rev. Stat. 1983, Ch. 48, par. 850.02, as amended).

Land Trustee: The corporate land trustee, if any, holding fee title to the Property.

Minorities: A person who is a citizen or lawful resident of the United States and who is Black, Hispanic, Asian-American, Native American, or Pacific Islander.

Mortgage: The Junior Mortgage, Assignment of Rents and Security Agreement, dated as of October 1, 1987, from the Developer to the City.

Permitted Delays: With respect to the Developer's obligation to Complete the Project, any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions and any other like, or unlike, event or condition beyond the reasonable control of the Developer which in fact interferes with the ability of the Developer to do the Work. With respect to the City's ability to perform its other obligations under this Agreement, any delay resulting from the conduct of any

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The L.D.A.G. Loan shall be evidenced by the L.D.A.G. Loan Note. The L.D.A.G. Loan Note shall be executed by Developer and the Land Trustee, if any, delivered to the City, and shall be dated the date of the closing on the L.D.A.G. Loan. The amounts from time to time outstanding thereunder shall bear three percent (3%) interest prior to maturity and all payments of principal shall be deferred until maturity. The L.D.A.G. Loan Note shall

## 3.0 L.D.A.G. Loan Note

The proceeds of the L.D.A.G. Loan, subject to release by L.D.F.A., shall be disbursed by the City as a single closing. The closing of the L.D.A.G. Loan shall be a so-called "New York Style" closing with the delivery of the lender's policy of title insurance and the recording and/or filing of the L.D.A.G. Loan Security Documents occurring on the closing date. The cost of said closing shall be borne by Developer.

## 3.2 Disbursement Of L.D.A.G. Proceeds

If the L.D.A.G. application filed by the City for the Project is accepted by L.D.F.A. and the amount of \$2,100,000 in L.D.A.G. Funds is received by the City, the City shall make an L.D.A.G. Loan of \$2,100,000 to the Developer.

## 3.1 Use Of L.D.A.G. Loan

## 3. L.D.A.G. Loan

Works: Any and all construction constituting a part of the Project and the furnishing of materials to the Project in connection therewith.

Uninsured Event of Default: Any condition or event which with the passage of time or the giving of notice, or both, would constitute an Event of Default.

Property: The Real Estate described in Exhibit "A" attached hereto, together with all and singular tenements, rights, easements, improvements, hereditaments, rights-of-way, mortgages, liberties, appurtenances and appurtenances now or hereafter appertaining to such Property.

Project: Acquisition of land and construction of outdoor recreational facilities as described in Exhibit B to this Agreement.

Permitted Encumbrances: (i) This Agreement; (ii) liens for taxes and special assessments which are not then delinquent; and (iii) such other liens, encumbrances, mortgages, conditions and restrictions, if any, as are approved by the City.

City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional material obligations on the Developer or materially increase its obligations under this Agreement.

City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional material obligations on the Developer or materially increase its obligations under this Agreement.

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mature in forty (40) years, on October 1, 2017 (the "I.D.A.G. Loan Maturity Date"). The I.D.A.G. Loan Note may be prepaid, in whole or in part at any time without penalty.

3.4 Developer Delivers to I.D.A.G. Loan Closing

As an express condition to the closing of the I.D.A.G. Loan, Developer shall deliver the following to the City on the closing date:

(a) I.D.A.G. Loan Note, executed on behalf of Developer and the Land Trustee, if any;

(b) The Mortgage "numbering the Property executed on behalf of Developer and the Land Trustee, if any;

(c) Developer guaranty of performance of the Project, in form and substance reasonably acceptable to the City (the "Guaranty");

(d) An A.M.T.A. mortgage with insurance policy (Loan Policy - 1970) with comprehensive endorsement no. 1 (or equivalent), issued by a title insurance company acceptable to the City in the aggregate principal amount of \$875,000, showing good and marketable fee simple title to the Property to be in Developer and insuring the lien of the Mortgage to be a valid and enforceable lien on the Property subject only to Permitted Encumbrances, which policy shall cover the date of recording of the Mortgage, shall be stated the closing date of the I.D.A.G. Loan and shall otherwise be in form and substance satisfactory to the City;

(e) The legal opinion of the Developer's legal counsel dated as of the closing date of the I.D.A.G. Loan, addressed to the City and the effect that:

(i) Developer is an Illinois not for profit corporation validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the Property and the Project;

(ii) This Agreement, the I.D.A.G. Loan Note and the I.D.A.G. Loan Security Documents, have been duly executed and delivered by the appropriate representatives of Developer and such execution and delivery has been duly authorized;

(iii) The execution and performance of this Agreement, the I.D.A.G. Loan Note and the I.D.A.G. Loan Security Documents will not violate to the best of such counsel's knowledge, any existing order, decree, judgment, agreement, mortgage, lease, note or other obligation or instrument to which Developer is a party or by which it is bound;

(iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving Developer which would affect the Developer's ability to consummate the transactions contemplated by this Agreement;

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(b) Developer shall not authorize or permit the performance of any Work pursuant to any Change Order without giving five (5) days prior notice to the City and Construction Lender and, without obtaining the prior written approval of the City and Construction Lender in each and every instance, which shall be given or denied within five (5) business days after receipt of the request for the Change Order and documentation substantiating the need therefor. The Developer shall require a covenant from the General Contractor to this effect. Failure by the City and Construction Lender to approve or deny any Change

(a) Developer shall enter into a Construction Contract with the General Contractor that quotes a fixed price for construction of the Project. A copy of the Construction Contract shall be delivered to the City together with any modifications, amendments, or supplements thereto

4.2 Construction Contract

Prior to the Closing Date, the Developer shall deliver to the City a detailed analysis ("Project Budget"), in form and content satisfactory to the City, setting forth: (i) all estimated Development Costs of the Project and (ii) all construction and non-construction Development Costs to be incurred, and (iii) disclosing that the Loan Funds, in the aggregate, and Developer's Equity will be sufficient to pay all Development Costs incurred to be incurred to complete the Southside X. The Developer shall promptly deliver to the City any and all revisions of the Project Budget and promptly deliver to the City any subsequent cost analysis pertaining to the Project.

4.1 Project Budget and Scheduling

4 Construction Of Project

(a) Such other documents, instruments and certificates as the City shall reasonably deem appropriate or necessary. (The aforementioned documents are referred to herein collectively as the "L.D.A.G. Loan Security Documents")

(i) For reason of Developer that (i) it has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the Project, and (ii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened in which Developer is a party or to which any property of Developer is or may be subject, which, if determined adversely to Developer would materially and adversely affect the ability of Developer to complete the Project.

(vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with Developer entering into and performing its obligations under this Agreement, the L.D.A.G. Loan Note or the L.D.A.G. Loan Security Documents; and  
(v) This Agreement, the L.D.A.G. Loan Note and the L.D.A.G. Loan Security Documents constitute legal, valid and binding obligations of the Developer enforceable in accordance with their respective terms.

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The Developer represents and warrants to the City as follows:

## 8 Developer Representations And Warranties.

Within thirty (30) days after the date of this Agreement, all parties having an interest in the Property shall execute and deliver to the City a written Covenant, in form and content specified by the Commissioner, not to discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Project or any part thereof for a period of forty (40) years.

## 8.4 Covenants For The Property.

Prior to commencing any construction requiring barricades, the Developer shall, as required by applicable City ordinances, install a construction barricade of a type, kind and appearance approved by the Commissioner and required by the City's applicable ordinances, and, until the barricades erected pursuant to this Section 8.4 are removed, the Commissioner shall retain the right to approve: (i) the maintenance and appearance thereof; (ii) the color scheme and painting thereof; and (iii) the nature, type, content and design of all signs thereon.

## 8.5 Barricades.

Completion of Construction  
-----  
Commencement of Construction  
-----

Developer warrants and agrees, subject to Permitted Delay, that it shall promptly begin and diligently complete the construction of the Project within the periods specified below in this Section 8.5:

## 8.7 Schedule Of Construction.

Developer shall develop the Project in accordance with the requirements of this Agreement and in conformity with all applicable federal, state and local laws, ordinances, rules and regulations.

## 8.1 Development Standards.

## 8. Project Development.

Developer shall provide the City with quarterly progress reports commencing on January 1, 1988 detailing the status of construction of the Project.

## 8.3 Progress Reports.

Order request within said five (5) day period shall be deemed approval of the particular Change Order in question. "Change Order" shall mean any amendment or modification to the approved plans and specifications for the Project or the Construction Contract.

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7.1 Insurance.

The Developer covenants and agrees with the City as follows:

7. Developer Covenants.

The Developer has obtained, or has reasonable assurance that it will obtain, all federal, state and local governmental approvals and reviews required by law to be obtained for the construction and operation of the Project.

8.6 Governmental Approvals.

The Developer will use the proceeds of the I.D.A.G. Loan solely for the purposes of paying Development Costs of the Project.

8.3 Use Of Proceeds

(i) are within the powers and have been duly authorized by all necessary action on the part of the Developer; and (ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, agreement or other instrument to which Developer is subject.

I.D.A.G. Loan Security Documents:

The consummation by the Developer of the transaction provided for in this Agreement and the compliance with the provisions of this Agreement, the I.D.A.G. Loan Note and the

8.5 Arbitration.

The Property is not located in a flood plain, but lies within Zone "C", an area of minimal flooding as delineated on the National Flood Insurance Program's Flood Insurance Rate Map, Community Panel No. 170074-0075-B, effective June 1, 1981.

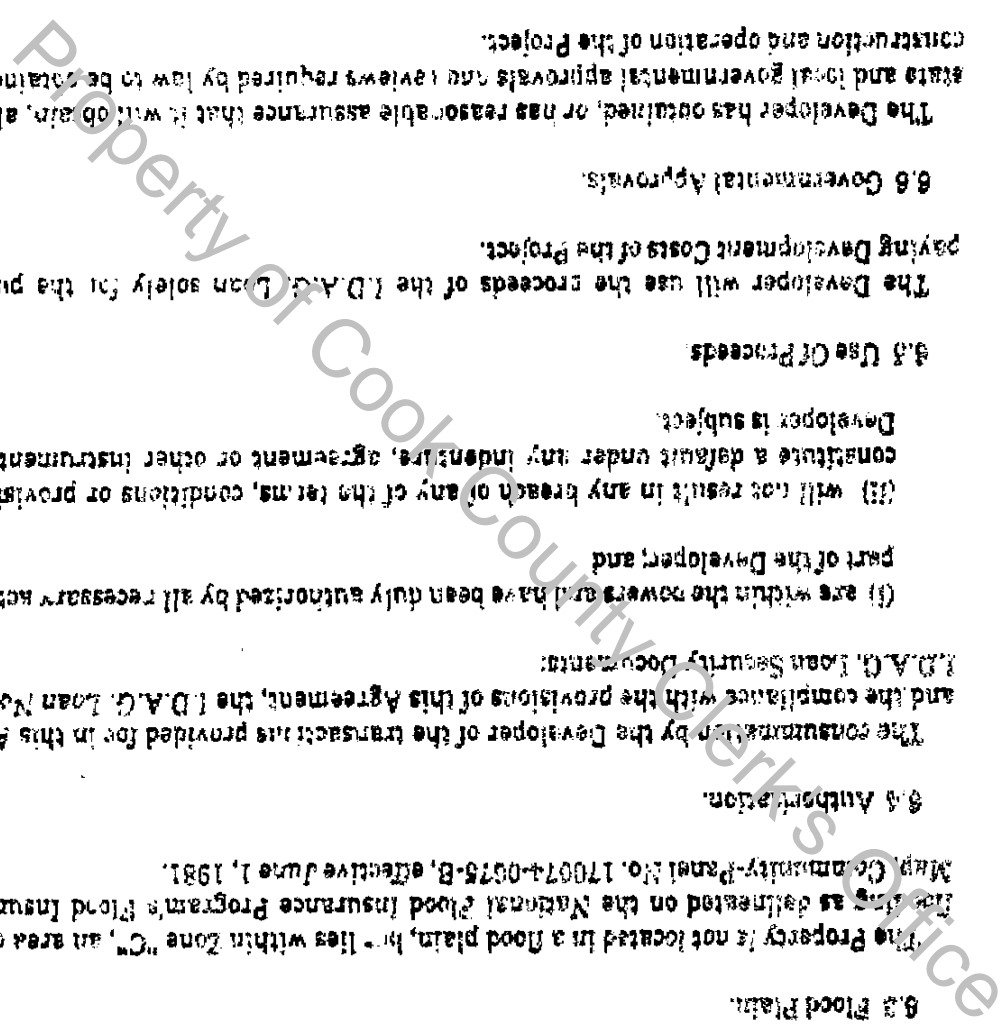
8.3 Flood Plain.

There are no proceedings pending or, to the knowledge of Developer, threatened against or affecting Developer in any court or before any governmental authority which involves the possibility of materially and adversely affecting the business or condition (financial or otherwise) of Developer or the ability of Developer to perform its obligations under this Agreement or the I.D.A.G. Loan Security Documents.

8.2 Litigation.

Developer is a not for profit corporation duly organized and validly existing under the laws of the State of Illinois, and has full power and authority to acquire, own, develop and operate the Property and the Project and perform its obligations hereunder.

8.1 Organization And Authority.



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Until maturity of the I.D.A.C. Loan Note, Developer shall deliver to the City, within one hundred twenty (120) days after the end of each fiscal year of the Developer, a balance sheet certified by the Developer as to accuracy, and a statement of an independent certified

7.4 Financial Reports

Any and all awards made by any governmental or lawful authority for the taking through the exercise of condemnation or eminent domain of all or any part of the Property or the Project, whether temporarily or permanently, are hereby assigned by the Developer to the City and the City is hereby authorized to give appropriate receipts and acquittances therefor. After deducting from such award for such taking all of its expenses incurred in the collection and administration of the award, including attorney's fees, the City shall be entitled to apply the net proceeds toward repayment of such portion of the indebtedness secured by the I.D.A.C. Loan Note as it deems appropriate.

7.3 Condemnation And Eminent Domain

Developer's contributions, are sufficient to complete such reconstruction, the City shall permit the use of the insurance proceeds for reconstruction. Developer for reconstruction of the Project and such insurance proceeds, together with any proceeds from the Project, if the Developer wishes to utilize the insurance proceeds for the cost of restoring, repairing, replacing or rebuilding the Project. Developer for the cost of restoring, repairing, replacing or rebuilding the Project. the indebtedness of the I.D.A.C. Loan or (b) apply the insurance proceeds to reimburse the against (i) the extent incurred in adjusting and collecting such insurance proceeds and (ii) hereby authorized to adjust and collect any insurance proceeds and (a) apply such proceeds notice of any such damage, or destruction to the City. The City, may, at its option, and in whole or in part) or is damaged by fire or other casualty, the Developer shall give written notice prior to the payment in full of the I.D.A.C. Loan Note, the Project is destroyed (in

7.2 Damage And Destruction

Copies or certificates of the insurance policies required by this Section 7.1 shall be delivered to the City, and copies or certificates of any new or renewal policies shall be delivered to the City not less than thirty (30) days prior to the applicable expiration date. Policies of insurance provided for in this Section 7.1 shall be maintained by companies reasonably satisfactory to the City and licensed to do business in the State of Illinois and shall name the City as an additional party insured and all proceeds thereunder in the case of loss or damage shall be payable to the City, subject to the rights of the Senior Lender, pursuant to a standard noncontributory mortgagee loss payable clause. All policies of insurance required hereunder shall provide that the same may not be cancelled, except upon thirty (30) days prior written notice to the City.

Throughout the term of the I.D.A.C. Loan, Developer shall keep the Property continuously insured in such amounts and against such risks and hazards as the City may from time to time reasonably require, paying as the same becomes due all premiums in respect thereto.

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Developer shall pay all taxes, assessments, water charges, sewer charges and the like when due and before any penalty attaches and provide the City on an annual basis within the time period specified in Section 7.4, with paid receipts or other acceptable evidence of payment thereof. Notwithstanding the foregoing, Developer may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes, assessments or charges, and provided that the Developer need not pay such taxes, assessments and charges if during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

7.10 Payment Of Taxes And Assessments.

The property and the Project (including, without limitation, all furniture, fixtures and equipment) shall be and remain free and clear of all liens and encumbrances of every nature and description, except for the L.D.A.C. Loan Security Documents and other Permitted Encumbrances. Notwithstanding the foregoing, Developer may contest in good faith the validity of any mechanic's or materialman's lien, provided Developer shall first post a bond in an amount not less than one hundred twenty-five percent (125%) of the amount of the claim and provided further that Developer diligently prosecutes the claim and causes the removal of such lien.

7.9 Liens

Time is of the essence of this Agreement.

7.8 Time Is Of Essence.

Any delay by either party in instituting or prosecuting any actions or proceedings or other use asserting its rights hereunder shall not operate as a waiver of such rights or operate to deprive such party of or limit such rights in any way. No waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of any other party.

7.7 No Waiver By Delay.

This Agreement shall be only for the benefit of the Developer and no other person or party may claim any benefit of the provisions hereof.

7.6 No Third Party Beneficiaries.

Any covenant, term, warranty, representation or other provision of this Agreement which, in order to be effective, must survive the loan closings or earlier termination of this Agreement, shall survive such closing or termination.

7.5 Survival Of Covenants.

Public accountant certifying: operating income and receipts; operating expenses and net annual cash flow resulting from the operation of the Project.

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Developer shall use its best efforts to create or cause to be created by new, full time equivalent (F.T.E.) permanent jobs and by 19 a 0.5 person-year temporary, construction jobs relative to 19

## 7.18 Projected Jobs.

The Developer shall complete the Project in a timely manner, recognizing that I.D.A.C. is selecting the City for the award of the I.D.A.C. relied in material part upon the assured Completion of the Project.

## 7.14 Completion Of Project.

Neither Developer nor any of its members, partners, beneficiaries or shareholders shall assign, transfer or convey all or any of its interest in Developer which transfer or assignment result in a change of control over Developer or creates any conflict of interest under or otherwise violates any state, federal or local law, ordinance, regulation or ruling, not for cause or pursuant to the Land Trustee, if any, to assign, lease (for a period in excess of one year), transfer or convey any right, title or interest in the Land Trust or in the Property without the prior written consent of the City being first obtained. Prohibited transfers shall include, but are not limited to, creating new beneficiaries or permitting other persons to obtain an interest in Developer. Unless otherwise agreed to in writing, no assignment, lease, transfer or conveyance, whether or not consented to by the City, shall relieve the Developer of its obligations under this Agreement, and all assignees, lessees, grantees and transferees of any interest, direct or indirect, in the Property, the Developer, or this Agreement, whether or not consented to by the City, shall hold such interest subject to and be obligated in accordance with the terms and provisions of this Agreement. Transfers by reason of death, incompetency, bankruptcy or operation of law shall not be deemed to violate the provisions of this Section, unless such a transfer would violate any state, federal or local law, ordinance, regulation or ruling.

## 7.13 Assignability And Transfer.

Developer shall indemnify and hold harmless the City from any loss, cost, expense or liability arising due to any claim or cause of action for injury or damage to persons or property brought by third parties arising out of the construction or operation of the Project by Developer, except for City's negligence or willful misconduct.

## 7.12 Indemnification.

Developer shall keep and maintain separate, complete, accurate, and detailed books and records relating to the I.D.A.C. Loan and the Development and operation of the Project. Developer will allow the City or its authorized representative, upon reasonable notice, access at any time during normal business hours to the books and records kept by or on behalf of Developer in connection with the I.D.A.C. Loan or the construction and operation of the Project and to make copies of any documents or instruments relating to the Project.

## 7.11 Books And Records.

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(1) It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

Developer agrees that in connection with the construction and operation of the Project:

7.16 Equal Employment Opportunity

No person holding any office of the City, either by election or appointment under the laws or constitution of the State of Illinois, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in any contract or the performance of any work relating to the Project in the making or letting of which such officer has been called upon to act or vote. No such officer represents, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work relating to the Project in regard to which such officer has been called upon to vote. Nor has any such officer taken or received, or offered to take or receive, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his vote or action in his official character.

The Developer hereby covenants, represents and warrants that:

7.18 Conflict of Interest

Developer acknowledges that the making of the I.D.A.G. Loan by the City pursuant to this Agreement and the transfer of I.D.A.G. funds to the Developer shall not be deemed an assignment of the I.D.A.G. Agreement or such I.D.A.G. funds to Developer and Developer shall neither succeed to any rights, benefits or advantages of the City under the I.D.A.G. Agreement, nor retain any rights, privileges, authorities or interests thereunder.

7.17 No Rights Of Developer Under I.D.A.G. Agreements

The City and I.D.A. and their authorized agents or representatives shall, upon reasonable notice and during normal business hours, have access to the Property and the Project for the purpose of inspecting same.

7.16 Access To Property

The Project, of which thirty-seven percent (37%) of each category shall be for "low and moderate income" persons (as defined in the I.D.A.G. Regulations) and fifty-one percent (51%) of each category shall be for minorities. Developer shall provide the City with quarterly reports commencing on January 1, 1988 regarding the numbers and types of jobs created or caused to be created and the percentage of said jobs filled by minorities and low and moderate income persons.

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The parties hereto acknowledge and agree that the obligation of the City to make the I.D.A. Loan contemplated by this Agreement is expressly conditioned upon performance by the Developer of each of the following conditions:

B. Conditions Precedent To Loan Closings.

(1) It will use its best efforts to comply with an affirmative action plan entered into between the City through the Department of Housing and the Developer.

(2) It will not utilize any contractors declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(3) From the date and execution of this Agreement, it will include verbatim or by reference the provisions of this Section 7.13 in every contract awarded in connection with the Project, so that such provisions will be binding upon such contractor.

(4) It will permit access upon reasonable notice and during normal business hours, to all relevant books, records, accounts and the Property by personnel of I.D.A. and the Illinois Human Rights Department for purposes of investigations to ascertain compliance with the Illinois Human Rights Act and the rules and regulations of the Illinois Human Rights Department.

(5) It will submit reports as required by the rules and regulations of the Illinois Human Rights Department, furnish all relevant information as may from time to time be requested by said Department or by I.D.A., and in all respects comply with the Illinois Human Rights Act and said rules and regulations.

(6) It will permit access upon reasonable notice and during normal business hours, to all relevant books, records, accounts and the Property by personnel of I.D.A. and the Illinois Human Rights Department for purposes of investigations to ascertain compliance with the Illinois Human Rights Act and the rules and regulations of the Illinois Human Rights Department.

(7) It will permit access upon reasonable notice and during normal business hours, to all relevant books, records, accounts and the Property by personnel of I.D.A. and the Illinois Human Rights Department for purposes of investigations to ascertain compliance with the Illinois Human Rights Act and the rules and regulations of the Illinois Human Rights Department.

(8) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(9) It hires additional employees in order to perform work at the Project, it will determine the availability (in accordance with the rules and regulations of the Illinois Human Rights Department) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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(d) If any representation or warranty made by the Developer in this Agreement or any agreement or document contemplated herein or in any statement or certificate furnished to

(e) failure to comply with the commencement and completion dates for the construction of the Project set forth in Section 5.2, subject to Permitted Delays, and the continuance of such failure for a period of thirty (30) days following written notice thereof from the City; or

(b) failure of Developer to comply with or perform any of the covenants, conditions, or provisions of this Agreement, or the L.D.A.G. Loan Security Documents within the applicable cure periods, if any; or

(a) failure of the Developer to pay any installment of interest on or the principal of the L.D.A.G. Loan Note in accordance with its terms, within five (5) days after the due date thereof, whether as maturity or by acceleration or otherwise; or

The occurrence and continuance of any of the following events shall constitute an "Event of Default" under this Agreement:

9.1 Events Of Default.

9. Events Of Default And Remedies.

Developer shall have performed each and every covenant and agreement required to be performed prior to the disbursement of the L.D.A.G. Loan.

9.5 Covenant.

None of the representations and warranties of the Developer made in this Agreement shall prove to be false or materially inaccurate or misleading.

9.4 Accuracy Of Representations.

There shall have occurred no material change in the composition or financial condition of the Developer or, at the discretion of the City, in the feasibility of the Project.

9.3 No Material Change.

Developer shall furnish to the City current financial statements of Developer satisfactory to the City.

9.2 Financial Statements.

Developer shall have obtained and shall furnish to the City (a) copies of all permits, licenses and approvals, consents or authorizations (including, without limitation, building permits, environmental protection permits, water and storm sewer tie-in permits) necessary to commence construction of the Project and (b) evidence satisfactory to the City of the availability of all necessary utilities required for the Project.

9.1 Compliance With Laws.

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(b) The City, with or without entry onto the Property, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by pursuing any available remedy including a suit or suits in equity or at law, whether for damages or for the specific

(a) The City may by written notice to the Developer, declare the entire balance of the unpaid principal under the L.D.A.C. Loan Note to be due and payable immediately, and upon any such declaration, the principal of the L.D.A.C. Loan Note shall become and be immediately due and payable.

Upon the occurrence and during the continuance of any Event of Default, the City shall have the following right and remedies in addition to any other remedies herein or by law provided:

9.2 Remedies Following Event Of Default

(a) If bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Developer, and if instituted are allowed or are consented to or are not dismissed, stayed or otherwise nullified within seventy-five (75) days after such institution.

(b) If the Developer should or permit another to sell, refinance, exchange, transfer or otherwise dispose of the Property or any part thereof, or attempt to effect any of the foregoing, provided, however, the replacement or substitution of any machinery, equipment or fixtures, now owned or hereafter acquired by the Developer, with machinery, or equipment of like kind or value, whether or not such machinery or equipment is deemed a fixture under the applicable provisions of the Illinois Uniform Commercial Code, will not be an Event of Default; or

(c) If proceedings for dissolution or liquidation of the Developer are commenced and are not dismissed, stayed or otherwise nullified within seventy-five (75) days after such commencement; or

(d) If a trustee, custodian or receiver is appointed for Developer or for the major part of its property and is not discharged within seventy-five (75) days after such appointment; or

(e) If Developer admits insolvency or bankruptcy or its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver; or

(f) Any judgment, writ or warrant of attachment or of any similar process shall be entered or filed against Developer or against any of its property and remains unvacated, unpaid, unbonded, unstayed or uncontroverted in good faith for a period of sixty (60) days; or

(g) If default, not contested in good faith, shall occur by the Developer under any construction contract; or

the City in connection with this Agreement proves to be untrue or inaccurate in any material respect as of the date of issuance or making thereof; or

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All rights, remedies and powers provided by this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that

9.7 Agreement Subject To Provisions Of Law

To the extent permitted by law, the Developer agrees, during the continuance of any Event of Default hereunder, not to insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the property subject to the L.D.A.C. Loan Security Documents or any part thereof; not after any judicial sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the property so sold or any part thereof, and Developer hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the City.

9.6 Waiver Of Extension, Valuation And Appraisal Laws

No delay or omission of the City to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such right or power, or an acquiescence therein, and every power and remedy given by this Agreement to the City may be exercised from time to time and as often as may be deemed expedient by the City.

9.5 Delay Of Commission Not A Waiver

No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

9.4 Remedies Cumulative

In the event of any sale made under or by virtue of judicial proceedings or decree of foreclosure and sale or as permitted by law, the whole of the Property subject to the lien of the L.D.A.C. Loan Security Documents may be sold at one or more sales or in one parcel or as an entirety, or in separate parcels or lots, as the City may determine.

9.3 Foreclosure And Sale Of Property

Loan or in this Agreement or in aid of the execution of any power herein granted, or for any foreclosure or sale (including, without limitation, the rights and remedies of a secured party under the Illinois Uniform Commercial Code) or for the enforcement of any other appropriate legal or equitable remedy, available under the L.D.A.C. Loan Security Documents.

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In Witness Whereof, the parties hereto have executed this Agreement on the date hereinafter first mentioned.

This Agreement shall be and remain in full force and effect until the full payment of the I.D.A.C. Loan, except that the obligations of the Developer under an alternative action plan entered into between the City, through the Department of Housing, and the Developer, which shall continue for the period set forth therein.

10.11 Term.

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Each of the parties may sign the same counterpart or each may sign separate counterparts.

10.10 Counterparts.

The City represents and warrants to Developer that the execution of this Agreement by the City is duly authorized, and that the Agreement is valid and binding on the City and is enforceable in accordance with its terms.

10.9 City's Warranty.

This Agreement (including the Exhibits attached hereto) constitutes the entire agreement between the parties hereto and it supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

10.8 Future Agreement Amendments.

Developer agrees that at any time and from time to time, upon written request and reasonable notice of the City, it will execute and deliver all such further documents and perform such other acts as the City may reasonably request in order to effect the intent and purpose of this Agreement or to perfect the interest of the City in any of the security described herein or to enable the City to comply with the terms of the I.D.A.C. Agreement or to enable the City to comply with the terms of any other federal or state law or regulation.

10.7 Further Assurances.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content reasonably satisfactory to the City.

10.6 Form Of Documents.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

10.5 Governing Law.

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5/17/2015

Exhibits A, B, C and Summary Sheet attached to this agreement read as follows:

(Signature forms omitted for printing purposes.)

Exhibit A.

Legal Description of Property:

Permitment Real Estate Index Numbers:

Common Address:

Exhibit B.

Description of Project:

Exhibit C.

Project Budget, Sources and Uses of Funds

Sources of Funds:

Source	Amount
1. I.D.A.G.	\$875,000
2. Private	\$0,500,000
U.D.A.G. and C.D. Float Loan	\$0,500,000
Equity	\$4,035,000
<b>Total</b>	<b>\$55,910,000</b>

Use of Funds:

I.D.A.G. Private

Architect, Engineer and  
Course

Site Preparation

Building Construction

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10/1/73

Developer: Young Men's Christian Association of Chicago, Incorporated, an Illinois not-for-profit corporation.  
 Project Description: The project consists of the site acquisition, development and construction, and related development costs of tennis courts, a basketball court and a baseball diamond adjacent to Phase I of the Y.M.C.A.'s new facility at 63rd and Stony Island Avenue. Phase I was funded with U.D.A.G., C.D. Fund and Y.M.C.A. funds.

Ordinating Department: Housing

Project	Address	Ward	Total Project Cost	U.D.A.G.	Other
Southside Y.M.C.A.	63rd and Stony Island Avenue	5 - Alderman L. Bloom	\$10,410,000	1875,000	9,535,000
					\$1,200,000
					\$4,000,000
					\$ 300,000
					\$4,035,000

Summary Sheet

Fees and Charges of Other Participants

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STATE OF ILLINOIS, ss.  
County of Cook.

I, WALTER S. KOZUBOWSKI City Clerk of the City of Chicago in the County of Cook and State of Illinois, DO HEREBY CERTIFY that the annexed and foregoing is a true and correct copy of that certain ordinance now on file in my office, concerning the execution of a Redevelopment/Loan Agreement with Y.M.C.A. of Chicago incorporated for construction of outdoor recreational facility, et al.

I DO FURTHER CERTIFY that the said ordinance was passed by the City Council of the said City of Chicago on the fifteenth (15th) day of October, A. D. 1982 and deposited in my office on the fifteenth (15th) day of October, A. D. 1982.

I DO FURTHER CERTIFY that the vote on the question of the passage of the said ordinance by the said City Council was taken by yeas and nays and recorded in the Journal of the Proceedings of the said City Council, and that the result of said vote so taken was as follows, to wit:  
Yeas 46, Nays 1.

I DO FURTHER CERTIFY that the said ordinance was delivered to the Mayor of the said City of Chicago after the passage thereof by the said City Council, without delay, by the City Clerk of the said City of Chicago, and that the said Mayor failed to return the said ordinance to the said City Council with his written objections thereto at the next regular meeting of the said City Council occurring not less than five days after the passage of the said ordinance.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chicago aforesaid, at the said City, in the County and State aforesaid, this twenty-ninth (29th) day of AUGUST, A. D. 1988.

(L.S.)

WALTER S. KOZUBOWSKI, City Clerk.

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*[Faint, illegible text]*

Jody Washroff  
Room 511, City Hall  
131 N. LaSalle St.  
Chicago, IL 60602  
Telephone: 744-6910

This instrument was prepared by:

My commission expires June 23, 1989

(SEAL)

*[Handwritten signature]*  
N. J. WASHROFF

GIVEN under my hand and notarial seal this 1st day of November 1987

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that HAROLD WASHINGTON, personally known to me to be the Mayor of the City of Chicago, a municipal corporation, and WALTER J. KOSUBOWSKI, personally known to me to be the City Clerk of the City of Chicago a municipal corporation, and 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 being first duly sworn by me severally acknowledged that as such Mayor and Clerk, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

CLERK OF CLERKS  
COUNTY OF COOK  
SS

3766785

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09 JAN 13 PM 1:26  
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COOK COUNTY

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