

Exhibit A

Agreement Modification

**MODIFICATION ONE**  
**HOME INVESTMENT PARTNERSHIP LOAN AGREEMENT BETWEEN THE CITY**  
**OF AURORA AND COMMUNITY HOUSING ADVOCACY AND DEVELOPMENT**  
**(CHAD) – PROJECT HOME-2011-01**

THIS MODIFICATION ONE TO AGREEMENT (“Modification One”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between Community Housing Advocacy and Development (CHAD), an Illinois not-for-profit Corporation, having a principal place of business at 531 Roosevelt Rd #200, Wheaton, Illinois 60187, herein referred to as “Borrower,” “Developer,” or “I”, and the City of Aurora, a municipal corporation, 44 E. Downer Place Aurora, IL 60507, herein referred to as “Lender” or “City”. The purpose of this MODIFICATION ONE TO AGREEMENT is to modify an existing agreement between the above parties now known as Project HOME-2011-01 which was adopted by Resolution R11-329 on May 23, 2012, to provide HOME Investment Partnership Program funding in the amount of \$422,216 for the purpose of acquisition and rehabilitation of two dwelling units now known as Home PROJECT HOME-2011-01 (the “PROJECT”) (hereinafter, together called “Agreement”).

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement in accordance with the following sections of the Agreement:

1. Section II-B – Paragraph is hereby amended to state in its entirety ~ “Statement of Work Specifics: The location and legal description of each of the three (3) rental properties involved in this PROJECT is identified in the attached Exhibit C. Each unit shall be rehabilitated or constructed to meet HOME standards set forth in 24 CFR §92.251 and §92.355 as well as the CITY's Property Standards and Building Codes Policy, attached hereto as Exhibit A. After rehabilitation, for the Term of this Agreement, each PROPERTY shall be used to provide permanent, affordable rental housing for households whose incomes do not exceed sixty percent (60%) of the median family income for the area as determined and made available from time to time by HUD with adjustments for smaller and larger families, if required. Income will be determined by using the HUD method Part 5 for determining the income calculation of each household.”
2. Section II-D - Paragraph is hereby amended to state in its entirety ~ “The units will be designated as affordable to such households for a period of Fifteen (15) years from the closeout date listed in the Integrated Disbursement and Information System (IDIS) ("Affordability Period"). The Affordability Period shall commence upon completion of the PROJECT in the Integrated Disbursement and Information System (IDIS). The Affordability shall be memorialized in the recording of deed as restrictions and covenants running with the land to be executed at the acquisition closing on each PROPERTY.”

3. Section XI-F – Paragraph is hereby amended to state in its entirety ~ “Unless terminated by the CITY pursuant to the terms of this AGREEMENT above, this AGREEMENT will remain in effect as long as the required affordability period of the PROJECT, which is set as 15 years from the closeout date listed in the Integrated Disbursement and Information System (IDIS) ("Affordability Period").”
4. In all other respects the terms and conditions of the Agreement shall remain in full force and effect and that the Mayor and Community Development Manager or their designees be authorized to execute any contracts as well as any other documents associated with Modification One to Agreement HOME-2011-01, including but not limited to HUD’s program administration requirements. In the event of any inconsistencies between the Agreement and this Modification One, the terms of this Modification One shall control. Except as expressly set forth in this Modification One, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Modification One.
5. This Modification One may be executed in duplicate counterparts, each of which will be deemed an original.
6. Effective Date: This Modification One shall be deemed dated and become effective on the date that the last Party signs this Modification One, which date shall be inserted on page 1 hereof.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

CITY OF AURORA, a body politic in the  
State of Illinois

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of The City of Aurora, and acknowledged that as officers, and not personally, they signed, sealed, and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

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



Exhibit B

Note Modifications

**MODIFICATION ONE**  
**HOME INVESTMENT PARTNERSHIP LOAN AGREEMENT BETWEEN THE CITY**  
**OF AURORA AND COMMUNITY HOUSING ADVOCACY AND DEVELOPMENT**  
**(CHAD) – PROJECT HOME-2011-01**

THIS MODIFICATION ONE OF INDENTURE (“Modification One”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between Community Housing Advocacy and Development (CHAD), an Illinois not-for-profit Corporation, having a principal place of business at 531 Roosevelt Rd #200, Wheaton, Illinois 60187, herein referred to as “Borrower,” or “I”, and the City of Aurora, a municipal corporation, 44 E. Downer Place Aurora, IL 60507, herein referred to as “Lender,” witnesseth:

WHEREAS, the parties hereto wish to modify the terms of FORGIVABLE PAYMENT NOTE (the “Note”), which Borrower has previously executed and delivered to Lender on October 24, 2012. The Mortgage secures the Note and conveys and mortgages real estate located at:

Permanent Real Estate Index Number(s): 15-25-426-024  
Address of Real Estate: 532 Ryegrass Ct, Aurora, IL 60504

**Legal Description** - LOT 49 IN NATURES EDGE, BEING A SUBDIVISION IN PART OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1995 AS DOCUMENT 95K066606, IN KANE COUNTY, ILLINOIS.

Which, with the property hereinafter described, is referred to herein as the “premises.”

WHEREAS, the Lender will modify the above described FORGIVABLE PAYMENT NOTE in the principal amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000) and Borrower has executed and delivered to Lender a note evidencing the Loan (the “Note”) previously dated July 13, 2012; and

WHEREAS, the parties hereto wish to only modify the terms of the Note in respect to the forgivable date and the affordability period, all other conditions will remain;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following modifications of the terms of the Note:

1. **BORROWER'S PROMISE TO PAY** - In return for a loan received under Project HOME-2011-01, BORROWER promises to pay LENDER the principal sum of U.S ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000) (this

amount is called “PRINCIPAL”) with interest in the amount of zero percent (0%) if the project does not meet the terms of the agreement before the closeout date identified in the Integrated Disbursement and Information System (IDIS).

2. **TERMS, Forgivable** - BORROWER understands that it is not required to make regular monthly payments of principal or interest on this loan. BORROWER promises to immediately pay the full amount of principal if the property securing this note, or any interest in the property, is sold or transferred before the closeout date identified in the Integrated Disbursement and Information System (IDIS), or, if prior to that date, the property ceases to be maintained and operated as affordable housing for households whose incomes are below 60% of the median family income for Kane County during the initial tenant income certification. This Note and the mortgage securing this Note are subject to all of the terms and conditions contained in HOME Program Agreement HOME-2011-01, dated May 23, 2012, adopted by City Council Resolution Number R11-329. If BORROWER continues to own the property until the closeout date identified in the Integrated Disbursement and Information System (IDIS), and is not in default under any term of this Note or the mortgage securing this Note, this Note shall be forgiven on that date. This Note is called the “Note Holder.”
3. The parties hereto further agree that all other provisions, stipulations, powers and covenants in the Note and Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them. In the event of any inconsistencies between the Note and this Modification One, the terms of this Modification One shall control. Except as expressly set forth in this Modification One, the Note otherwise is unmodified and remains in full force and effect. Each reference in the Note to itself shall be deemed also to refer to this Modification One.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.





**MODIFICATION ONE**  
**HOME INVESTMENT PARTNERSHIP LOAN AGREEMENT BETWEEN THE CITY**  
**OF AURORA AND COMMUNITY HOUSING ADVOCACY AND DEVELOPMENT**  
**(CHAD) – PROJECT HOME-2011-01**

THIS MODIFICATION ONE OF INDENTURE (“Modification One”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between Community Housing Advocacy and Development (CHAD), an Illinois not-for-profit Corporation, having a principal place of business at 531 Roosevelt Rd #200, Wheaton, Illinois 60187, herein referred to as “Borrower,” or “I”, and the City of Aurora, a municipal corporation, 44 E. Downer Place Aurora, IL 60507, herein referred to as “Lender,” witnesseth:

WHEREAS, the parties hereto wish to modify the terms of FORGIVABLE PAYMENT NOTE (the “Note”), which Borrower has previously executed and delivered to Lender on August 20, 2012. The Mortgage secures the Note and conveys and mortgages real estate located at:

Permanent Real Estate Index Number(s): 01-05-101-034  
Address of Real Estate: 2926 Coastal Drive, Aurora, IL 60503

**Legal Description** - LOT 117, IN HARBOR SPRINGS UNIT FOUR, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 1997 AS DOCUMENT R97-79194, IN WILL COUNTY, ILLINOIS.

Which, with the property hereinafter described, is referred to herein as the “premises.”

WHEREAS, the Lender will modify the above described FORGIVABLE PAYMENT NOTE in the principal amount of ONE HUNDRED FIFTY NINE THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$159,900) and Borrower has executed and delivered to Lender a note evidencing the Loan (the “Note”) previously dated August 20, 2012; and

WHEREAS, the parties hereto wish to only modify the terms of the Note in respect to the forgivable date and the affordability period, all other conditions will remain;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following modifications of the terms of the Note:

1. **BORROWER'S PROMISE TO PAY** - In return for a loan received under Project HOME-2011-01, BORROWER promises to pay LENDER the principal sum of U.S ONE HUNDRED FIFTY NINE THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$159,900) (this amount is called “PRINCIPAL”) with interest in the amount of zero percent (0%) if the project does not meet the terms of the agreement before the closeout date identified in the Integrated Disbursement and Information

System (IDIS).

2. **TERMS, Forgivable** - BORROWER understands that it is not required to make regular monthly payments of principal or interest on this loan. BORROWER promises to immediately pay the full amount of principal if the property securing this note, or any interest in the property, is sold or transferred before the closeout date identified in the Integrated Disbursement and Information System (IDIS), or, if prior to that date, the property ceases to be maintained and operated as affordable housing for households whose incomes are below 60% of the median family income for Kane County during the initial tenant income certification. This Note and the mortgage securing this Note are subject to all of the terms and conditions contained in HOME Program Agreement HOME-2011-01, dated MAY 23, 2012, adopted by City Council Resolution Number R11-329. If BORROWER continues to own the property until the closeout date identified in the Integrated Disbursement and Information System (IDIS), and is not in default under any term of this Note or the mortgage securing this Note, this Note shall be forgiven on that date. This Note is called the "Note Holder."
3. The parties hereto further agree that all other provisions, stipulations, powers and covenants in the Note and Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them. In the event of any inconsistencies between the Note and this Modification One, the terms of this Modification One shall control. Except as expressly set forth in this Modification One, the Note otherwise is unmodified and remains in full force and effect. Each reference in the Note to itself shall be deemed also to refer to this Modification One.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

COMMUNITY HOUSING ADVOCACY AND  
DEVELOPMENT (CHAD), AN ILLINOIS NOT-  
FOR-PROFIT CORPORATION

Title: \_\_\_\_\_

Title: \_\_\_\_\_

515265 1

Exhibit C

Mortgage Modifications

After recording, return to:

Chris Ragona  
Project HOME-2011-01  
Community Development Division  
44 E. Downer Place  
Aurora, IL 60507

**MORTGAGE MODIFICATION AGREEMENT ONE  
– 532 RYEGRASS CT, AURORA, ILLINOIS 60504**

THIS MODIFICATION ONE TO INDENTURE (“Modification One”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between Community Housing Advocacy and Development (CHAD), an Illinois not-for-profit, having a principal place of business at 531 Roosevelt Rd. #200, Wheaton, Illinois 60187 herein referred to as “Mortgagor,” and City of Aurora, a municipal corporation, 44 E. Downer Place, Aurora, Illinois 60507, herein referred to as “Mortgagee,” witnesseth:

WHEREAS, the parties agree to modify the terms of Document Number 2012K084976, which Mortgagor has executed and delivered to Mortgagee (the “Mortgage”) on October 24, 2012, and recorded in the office of the Recorder in Kane County, Illinois, on December 5, 2012. The Mortgage secures the Note and conveys and mortgages real estate located at:

Permanent Real Estate Index Number(s): 15-25-426-024  
Address of Real Estate: 532 Ryegrass Ct, Aurora, IL 60504

**Legal Description** – LOT 49 IN NATURES EDGE, BEING A SUBDIVISION IN PART OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1995 AS DOCUMENT 95K066606, IN KANE COUNTY, ILLINOIS.

Which, with the property hereinafter described, is referred to herein as the “premises.”

WHEREAS, the parties hereto agree to only modify the terms of the Mortgage and Note in respect to the new affordability period and revised forgivable date described in the agreement and all other conditions recorded as Document Number 2012K084976, will remain;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following modifications of the terms of the Mortgage in accordance with the following sections of the Mortgage:

THAT WHEREAS the MORTGAGOR is justly indebted to the MORTGAGEE upon the forgivable note of even date herewith, in the maximum principal sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000), payable to the order of and delivered to the MORTGAGEE, in and by which note the MORTGAGOR promises to pay the full amount of principal if the premises, or any interest in the premises, is sold or transferred prior to the closeout date listed in the Integrated Disbursement and Information System (IDIS), or, if prior to that date, the premises cease to be maintained and operated as affordable housing for households whose incomes are below 60% of the median family income for Kane County, and all of said principal is made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the MORTGAGEE at 44 E. DOWNER PLACE, AURORA, ILLINOIS 60507. The entire amount shall be forgiven if all terms of the agreement are met until the closeout date listed in the Integrated Disbursement and Information System (IDIS).

20. If, prior to the closeout date listed in the Integrated Disbursement and Information System (IDIS), all or any part of the premises or any interest in it is sold or transferred (if a beneficial interest in MORTGAGOR is sold or transferred and MORTGAGOR is not a natural person) without MORTGAGEE'S prior written consent, the principal is due on sale or transfer. If, prior to the closeout date listed in the Integrated Disbursement and Information System (IDIS), the property is no longer used as affordable housing for households whose incomes are below 60% of the median family income in Kane County at the time of initial income certification, the principal is due within 30 days of such change of use. MORTGAGOR must notify MORTGAGEE of any change in use immediately. However, this option shall not be exercised by MORTGAGEE if exercise is prohibited by federal law as of the date of this mortgage.

The parties hereto further agree that all other provisions, stipulations, powers and covenants in the Note and Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them. In the event of any inconsistencies between the Mortgage and this Modification One, the terms of this Modification One shall control. Except as expressly set forth in this Modification One, the Mortgage otherwise is unmodified and remains in full force and effect. Each reference in the Mortgage to itself shall be deemed also to refer to this Modification One.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the Mortgagor, has caused its corporate seal to be hereto affixed and these presents to be signed by its Executive Director and attested by its Secretary on the day and year first written, pursuant to authority given by resolutions duly passed by the Board of Directors of said corporation.

**MORTGAGOR**

Community Housing Advocacy and Development  
(CHAD), an Illinois not-for-profit Corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS)

) SS

COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of Community Housing Advocacy and Development (CHAD), an Illinois not-for-profit Corporation, and acknowledged that as officers, and not personally, they signed, sealed, and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

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





After recording, return to:

Chris Ragona  
Project HOME-2011-01  
Community Development Division  
44 E. Downer Place  
Aurora, IL 60507

**MORTGAGE MODIFICATION AGREEMENT ONE  
– 2926 COASTAL DRIVE, AURORA, ILLINOIS 60503**

THIS MODIFICATION ONE TO INDENTURE (“Modification One”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between Community Housing Advocacy and Development (CHAD), an Illinois not-for-profit, having a principal place of business at 531 Roosevelt Rd. #200, Wheaton, Illinois 60187 herein referred to as “Mortgagor,” and City of Aurora, a municipal corporation, 44 E. Downer Place, Aurora, Illinois 60507, herein referred to as “Mortgagee,” witnesseth:

WHEREAS, the parties agree to modify the terms of Document Number R2012106032, which Mortgagor has executed and delivered to Mortgagee (the “Mortgage”) on August 20, 2012, and recorded in the office of the Recorder in Will County, Illinois, on September 24, 2012. The Mortgage secures the Note and conveys and mortgages real estate located at:

Permanent Real Estate Index Number(s): 01-05-101-034  
Address of Real Estate: 2926 Coastal Drive, Aurora, IL 60503

**Legal Description** - LOT 117, IN HARBOR SPRINGS UNIT FOUR, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 1997 AS DOCUMENT R97-79194, IN WILL COUNTY, ILLINOIS.

Which, with the property hereinafter described, is referred to herein as the “premises.”

WHEREAS, the parties hereto agree to only modify the terms of the Mortgage and Note in respect to the new affordability period and revised forgivable date described in the agreement and all other conditions recorded as Document Number R2012106032, will remain;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following modifications of the terms of the

Mortgage in accordance with the following sections of the Mortgage:

THAT WHEREAS the MORTGAGOR is justly indebted to the MORTGAGEE upon the forgivable note of even date herewith, in the maximum principal sum of ONE HUNDRED FIFTY NINE THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$159,900.00), payable to the order of and delivered to the MORTGAGEE, in and by which note the MORTGAGOR promises to pay the full amount of principal if the premises, or any interest in the premises, is sold or transferred prior to the closeout date listed in the Integrated Disbursement and Information System (IDIS), or, if prior to that date, the premises cease to be maintained and operated as affordable housing for households whose incomes are below 60% of the median family income for Kane County, and all of said principal is made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the MORTGAGEE at 44 E. DOWNER PLACE, AURORA, ILLINOIS 60507. The entire amount shall be forgiven if all terms of the agreement are met until the closeout date listed in the Integrated Disbursement and Information System (IDIS).

21. If, prior to the closeout date listed in the Integrated Disbursement and Information System (IDIS), all or any part of the premises or any interest in it is sold or transferred (if a beneficial interest in MORTGAGOR is sold or transferred and MORTGAGOR is not a natural person) without MORTGAGEE'S prior written consent, the principal is due on sale or transfer. If, prior to the closeout date listed in the Integrated Disbursement and Information System (IDIS), the property is no longer used as affordable housing for households whose incomes are below 60% of the median family income in Kane County at the time of initial income certification, the principal is due within 30 days of such change of use. MORTGAGOR must notify MORTGAGEE of any change in use immediately. However, this option shall not be exercised by MORTGAGEE if exercise is prohibited by federal law as of the date of this mortgage.

The parties hereto further agree that all other provisions, stipulations, powers and covenants in the Note and Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them. In the event of any inconsistencies between the Mortgage and this Modification One, the terms of this Modification One shall control. Except as expressly set forth in this Modification One, the Mortgage otherwise is unmodified and remains in full force and effect. Each reference in the Mortgage to itself shall be deemed also to refer to this Modification One.

IN WITNESS WHEREOF, the Mortgagor, has caused its corporate seal to be hereto affixed and these presents to be signed by its Executive Director and attested by its Secretary on the day and year first written, pursuant to authority given by resolutions duly passed by the Board of Directors of said corporation.

MORTGAGOR

Community Housing Advocacy and Development  
(CHAD), an Illinois not-for-profit Corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS)

) SS

COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of Community Housing Advocacy and Development (CHAD), an Illinois not-for-profit Corporation, and acknowledged that as officers, and not personally, they signed, sealed, and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

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



Exhibit D

Modification to Regulatory and Land Use Restriction Agreements

After recording, return to:

Chris Ragona  
Community Development Division  
44 E. Downers Place  
Aurora, IL 60507

**MODIFICATION ONE  
TO REGULATORY AND LAND USE RESTRICTION AGREEMENT – HOME-2011-01  
– 532 RYEGRASS CT, AURORA, ILLINOIS 60504**

THIS MODIFICATION (“Modification One”), made this \_\_\_\_ day of \_\_\_\_\_, 2025, between Community Housing Advocacy and Development (CHAD), an Illinois not-for-profit, having a principal place of business at 531 Roosevelt Rd. #200, Wheaton, Illinois 60187 herein referred to as “Mortgagor,” and City of Aurora, a municipal corporation, 44 E. Downer Place, Aurora, Illinois 60507, herein referred to as “City”

W I T N E S S E T H:

WHEREAS, the parties hereto wish to modify the Regulatory and Land Use Restriction Agreement in connection with now known as HOME-2011-01 entered into on May 23, 2012 and recorded on December 5, 2012 in the Kane County Recorder’s Office as Document 2012K084977 (“Agreement”).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following modification of the terms of the Agreement in accordance with the following sections of the Agreement:

**3-C** - Subject to termination in the event of foreclosure or transfer in lieu of foreclosure as provided in Section 92.252(e) of the HOME Regulations, the occupancy and rental restriction provisions of this Section 3 shall remain in effect for a period of the closeout date listed in the Integrated Disbursement and Information System (IDIS) (the “Affordability Period”). In the event of foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the project, the City shall have the right, but not the obligation, to acquire the project prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in Section 92.252 of the HOME Regulations.

**19-A** - The parties hereto further agree that all other terms, conditions, provisions, stipulations, powers and covenants in the Agreement shall stand and remain unchanged and in full force and effect and shall be binding upon them. In the event of any

inconsistencies between the Agreement and this Modification One, the terms of this Modification One shall control. Except as expressly set forth in this Modification One, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Modification One.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.



In Witness Whereof, the parties hereto have executed this Agreement to be effective on the day and year first written above.

City of Aurora, a body politic in the State of Illinois

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS)

) SS

COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of The City of Aurora, and acknowledged that as officers, and not personally, they signed, sealed, and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

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



### **Exhibit A – Legal Description**

Permanent Real Estate Index Number(s): 15-25-426-024

Address of Real Estate: 532 Ryegrass Ct, Aurora, IL 60504

**Legal Description** – LOT 49 IN NATURES EDGE, BEING A SUBDIVISION IN PART OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1995 AS DOCUMENT 95K066606, IN KANE COUNTY, ILLINOIS.

After recording, return to:

Chris Ragona  
Community Development Division  
44 E. Downers Place  
Aurora, IL 60507

**MODIFICATION ONE  
TO REGULATORY AND LAND USE RESTRICTION AGREEMENT – HOME-2011-01  
- 2926 COASTAL DRIVE, AURORA, ILLINOIS 60503**

THIS MODIFICATION (“Modification One”), made this \_\_\_\_ day of \_\_\_\_\_, 2025, between Community Housing Advocacy and Development (CHAD), an Illinois not-for-profit, having a principal place of business at 531 Roosevelt Rd. #200, Wheaton, Illinois 60187 herein referred to as “Mortgagor,” and City of Aurora, a municipal corporation, 44 E. Downer Place, Aurora, Illinois 60507, herein referred to as “City”  
W I T N E S S E T H:

WHEREAS, the parties hereto wish to modify the Regulatory and Land Use Restriction Agreement in connection with a now known as HOME-2011-01 entered into on May 23, 2012 and recorded on September 24, 2012 in the Will County Recorder’s Office as Document R2012106033 (“Agreement”).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following modification of the terms of the Agreement in accordance with the following sections of the Agreement:

**3-C** - Subject to termination in the event of foreclosure or transfer in lieu of foreclosure as provided in Section 92.252(e) of the HOME Regulations, the occupancy and rental restriction provisions of this Section 3 shall remain in effect for a period of the closeout date listed in the Integrated Disbursement and Information System (IDIS) (the “Affordability Period”). In the event of foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the project, the City shall have the right, but not the obligation, to acquire the project prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in Section 92.252 of the HOME Regulations.

**19-A** - The parties hereto further agree that all other terms, conditions, provisions, stipulations, powers and covenants in the Agreement shall stand and remain unchanged and in full force and effect and shall be binding upon them. In the event of any

inconsistencies between the Agreement and this Modification One, the terms of this Modification One shall control. Except as expressly set forth in this Modification One, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Modification One.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

In Witness Whereof, the parties hereto have executed this Agreement to be effective on the day and year first written above.

City of Aurora, a body politic in the State of Illinois

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS)

) SS

COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of The City of Aurora, and acknowledged that as officers, and not personally, they signed, sealed, and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

DEVELOPER:

Community Housing Advocacy and Development  
(CHAD), an Illinois not-for-profit Corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS)

) SS

COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of Community Housing Advocacy and Development (CHAD), an Illinois not-for-profit Corporation, and acknowledged that as officers, and not personally, they signed, sealed, and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

### **Exhibit A – Legal Description**

Permanent Real Estate Index Number(s): 01-05-101-034

Address of Real Estate: 2926 Coastal Drive, Aurora, IL 60503

**Legal Description** - LOT 117, IN HARBOR SPRINGS UNIT FOUR, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 1997 AS DOCUMENT R97-79194, IN WILL COUNTY, ILLINOIS.