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Cook County Recorder 78.50



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**CONTRACT
J.C. O'MALLEY
AND
NHS REDEVELOPMENT CORPORATION**

FOR THE PROPERTY LOCATED AT

**2214 WEST 21ST PLACE
CHICAGO, ILLINOIS 60608**

LEGAL DESCRIPTION:

LOT 54 IN BLOCK 58 IN SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 2213 West 21st Place, Chicago, Illinois, 60608
P.I.N.: 17-19-323-019-0000



SUSAN M. LYNCH
3738 N. Southport
Chicago, IL 60613



NHS REDEVELOPMENT CORPORATION
NEIGHBORHOOD HOUSING SERVICES OF CHICAGO, INC.

ASSET CONTROL AREA PROGRAM
PURCHASE AGREEMENT

PURCHASER: J.C. O'MALLEY

HOME ADDRESS 3400 W. 111st PHONE: 630-258-3000

OFFICE ADDRESS: 3400 W. 111st PHONE: 630-258-3000

SELLER: NHS Redevelopment Corporation, an Illinois not for profit organization.

1. **REHABILITATION.** Seller agrees to convey to Purchaser and Purchaser agrees to purchase from Seller pursuant to the terms and conditions of this Agreement that certain parcel of real estate legally described as follows.

Lot: (attach legal description if available). **AS ATTACHED HERE TO AND MADE PART THEREOF:**

Commonly known as: 2213 W. 21st PLACE, CHICAGO, IL 60608

(hereinafter referred to as "Premises") and agree to perform rehabilitation of, if not already completed, a residential property (hereinafter referred to as "Home") substantially in accordance with the scope of services to be performed prepared by NHS Redevelopment Corporation which are on file in the Seller's office and the summary of which is attached hereto as Exhibit A. This Home is being rehabilitated due to the participation of the Seller in the Asset Control Area Program of the U. S. Department of Housing and Urban Development and the City of Chicago and in accordance with terms and conditions of that certain "Participation Agreement for the Asset Control Area Program" executed by the City of Chicago (the "City") and Seller as of September 1, 2000 (hereinafter referred to as the "Agreement"), and also incorporated herein are the terms and conditions of that certain "HUD Grant Agreement" executed by the Department of Housing and Urban Development ("HUD") and the City as of August 30, 2000 to promote homeownership in distressed and blighted areas of the City designated by both parties and the terms and conditions of that certain "Future REO Acquisition Agreement" executed by HUD and Seller as of May 1, 2000 (hereinafter referred to as the "Acquisition Agreement").

2. **TOTAL PRICE.**

The Base Purchase Price of 160,000 Dollars plus
Options/Upgrades Price of 2,500 Dollars for a
Total Price of 162,500 Dollars

Said Total Price shall be paid by Purchaser to Seller, as follows:

- a) \$ 1,000 has been paid as the earnest money (associated with the Base Purchase Price) which shall be held by the Seller for the benefit of the Purchaser in a non-interest bearing account;
- b) \$ _____ has been paid as the earnest money (associated with Options/Upgrades Price) which shall be held by the Seller for the benefit of the Purchaser [calculated as twenty percent (20%) of any Option/Upgrades Price denoted as "Special Options" on the ACA Program Selections/Upgrades List executed concurrently with this Purchase Agreement];
- c) the balance of the Total Price, plus or minus prorations, at the time of Closing by a Cashier's Check or Certified Check payable to Seller. In addition to the Total Price, Purchaser shall pay for any extras, changes, additions or modifications requested by Purchaser (see Paragraph 10).

[Signature] Seller [Signature] Purchaser

Molts (1) 497-80
Keith Moustafa (2) 719-2274
Approver
Mr. Williams

10/31/02

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**LOT 54 IN BLOCK 58 IN SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.**

P.I.N. #17-19-323-019

C/K/A 2213 WEST 21ST PLACE, CHICAGO, IL 60608

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3. **FINANCING.** This Agreement is contingent upon the ability of Purchaser to secure within thirty (30) days of the date hereof, a mortgage commitment for the balance of the Total Price after all earnest deposits are deducted with interest at not more than 5.12 % per annum to be amortized over not more than 312 years, and service fees of not more than 1 %. Purchaser shall pay the usual and customary charges imposed by the lending institution for service fee, credit and appraisal fees. Purchaser shall make timely application or applications for and shall make every reasonable effort to obtain said commitment. If Purchaser is unable to secure said commitment, Purchaser shall notify Seller thereof in writing within said thirty-day (30) period. **IF SELLER IS NOT NOTIFIED IT SHALL BE CONCLUSIVELY PRESUMED THAT PURCHASER HAS SECURED SUCH COMMITMENT OR WILL PURCHASE HOME WITHOUT MORTGAGE FINANCING AND THIS CONTINGENCY SHALL BE DEEMED SATISFIED.** If Purchaser notifies Seller as aforesaid that Purchaser is unable to secure such commitment as above provided, this agreement shall be null and void and the earnest money shall be returned to Purchaser provided that if Seller, at its option, within sixty (60) days following Purchaser's Notice, procures for Purchaser such commitment upon the same terms, this Agreement shall remain in full force and effect. Purchaser agrees to cooperate with Seller or such lender or lenders designated by Seller in the event Seller exercises the option described above, to the same extent as Purchaser is required to cooperate with lender to which Purchaser first applied.

4. **CLOSING.** The Closing Date shall be on such date as Seller selects, ~~not less than fourteen (14) days after notice that the Premises are substantially complete and ready for occupancy.~~ This sale may be closed ("Closing") through an escrow, with any licensed Illinois title insurance company selected by Seller, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by said title company on the date designated by Seller, or its legal counsel, upon not less than fourteen (14) days written notice to the Purchaser, at the offices of said title company. Payment of the balance of the Total Price and delivery of the Special Warranty Deed shall be made through the escrow. The cost of the deed and money escrow, if any, shall be paid by the Purchaser, and Purchaser shall bear the cost of any money lender's escrow which shall be required by Purchaser's mortgage lender.

Seller shall pay State and County real estate transfer tax, and Purchaser shall pay any municipal transfer tax. Seller shall pay the title charges customarily charged to Sellers by the title company and Purchaser shall pay any such charges customarily charged for recording Purchaser's deed and mortgage and the charge for continuation of title search to cover such recording.

Rents, premiums assignable under Insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of (a), (b), or (c) below

- (a) 1.10 % of the most recent ascertainable taxes;
 (b) The most recent ascertainable taxes and subsequent readjustment thereof pursuant to the terms of reproduction letter attached hereto and incorporated herein by reference.
 (c) [Other] _____

At Closing, Seller shall furnish Purchaser a standard mortgage survey completed not more than six (6) months prior to the date of Closing locating the Home on the Premises. As a condition precedent to disbursement of sale proceeds from the escrow, said title company shall be prepared to issue its Owner's Title Insurance Policy, in the amount of the Total Price, showing Purchaser on title, subject only to the following, hereinafter collectively referred to as "permitted exceptions": (a) title exceptions set forth in paragraph 8 above, "CONVEYANCE OF TITLE"; (b) the general title exceptions contained in owner's title insurance policies issued by the selected title company; and (c) title exceptions, if any, created or caused by Purchaser or anyone claiming by, through or under the Purchaser. At Closing, the balance of the Total Price or any part thereof may be applied to obtain a release of any prior lien of a definite or ascertainable amount. If there are title exceptions other than the permitted exceptions, Seller shall cure or obtain title insurance over the additional exceptions and Closing shall be delayed until said exceptions are cured or insured over.

If Seller fails to have the exceptions removed, or in the alternative to obtain an endorsement to the title policy whereby the title company guarantees Purchaser against any loss or damage on account of such exceptions, in the usual and customary form provided by the title company, within specified time, the Purchaser may terminate this Agreement upon notice to the Seller within ten (10) days after the expiration of said sixty (60) day period. In the absence of such notice, Purchaser shall be deemed to have accepted status of title and shall be obligated to close within five (5) days after the expiration of said ten (10) day period.

5. **MORTGAGE, SECURITY, AND RECAPTURE AGREEMENT.** At Closing, Purchaser shall be required to execute a Mortgage, Security, and Recapture Agreement in favor of NHS Redevelopment Corporation as Mortgagee, the form of which is attached hereto as Exhibit B. This agreement shall be subordinate to Purchaser's Senior Mortgage, and junior mortgage if applicable, but shall act as a lien on the property for a period of three (3) years at which time NHS Redevelopment Corporation shall release its interest when requested in writing by Purchaser.
6. **CONVEYANCE OF TITLE.** At Closing, Seller shall convey or cause to be conveyed, to Purchaser title to the Premises by Special Warranty Deed subject only to: (a) general real estate taxes not due and payable at the time of Closing; (b) use and occupancy restrictions and building lines of record; (c) applicable zoning and building laws and ordinances; (d) easements, party walls, and party wall rights and agreements, if any; (e) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; and (f) the Mortgage, Security, and Recapture Agreement described above.

 Seller  Purchaser

7. **WARRANTY.** NHS Redevelopment Corporation Limited Warranty attached as Exhibit C.

EXCEPT AS EXPRESSLY SET FORTH IN EXHIBIT C, SELLER HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE HABITABILITY, AND MERCHANTABILITY. IN ADDITION, LANDSCAPING EXISTING ON THE PREMISES AT THE TIME OF SELLER'S ACCEPTANCE OF THIS CONTRACT, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, TREES AND SHRUBS, IS HEREBY EXCLUDED FROM THE AFORESAID WARRANTY. THE SELLER SHALL NOT BE OBLIGATED TO REMOVE OR REPLACE SAID EXISTING LANDSCAPING FOR ANY REASON WHATSOEVER.

8. **ALTERNATIVE MATERIALS, PURCHASER SELECTIONS, CHANGES AND LANDSCAPING.** Seller reserves the right to make any changes deemed necessary in the Home, but no changes shall be made which affect the physical location, the basic design, or the outside measurements of the Home. In the event of the inability of the Seller to obtain certain materials, the Seller shall have the right to substitute other materials, or brand names of similar quality, utility, or color. The Seller reserves the right to make changes in construction as may be required by material shortages, strikes, stoppages, or such other emergency situations as may in the Seller's judgment require the same. Landscaping shall consist of the improvements as described on Exhibit A.

Purchaser be able to make color and material selections/permissions for the Home from among such samples and on such a form as Seller shall provide, provided that rehab of the Home has not been completed in which case selections as such would have been made by Seller. If Purchaser fails to make all or any part of such selections within ten (10) days from Seller's notice, Seller is hereby authorized to complete the Premises as Seller may deem suitable.

10. **INSPECTION AND PUNCH LIST.** When notified by Seller that the Premises are substantially complete, Purchaser shall have the right to inspect the Premises with an authorized representative of the Seller for the purpose of agreeing on punch list of items not yet completed. Purchaser agrees to review and approve such punch list. Punch list items will be completed as soon as practicable. Immediately prior to Closing Purchaser shall have the right to again inspect the Premises with an authorized representative of Seller for the purpose of agreeing on a final punch list of items not yet completed. Purchaser agrees to review and approve such final punch list. **PURCHASER'S REFUSAL TO CLOSE UNDER THIS AGREEMENT BECAUSE OF PURCHASER'S FAILURE TO MAKE SUCH INSPECTION PRIOR TO CLOSING OR PURCHASER'S REFUSAL TO CLOSE UNDER THIS AGREEMENT BECAUSE OF SELLER'S FAILURE TO COMPLETE ALL ITEMS ON THE PUNCH LIST PRIOR TO THE CLOSING DATE SHALL CONSTITUTE A DEFAULT BY PURCHASER HEREUNDER.** Closing will take place once the final punch list has been reduced to items not required for daily living or access to the Premises.

11. **OCCUPANCY.** Purchaser shall be entitled to occupancy and the possession of the Home after the Closing and payment in full by Purchaser to Seller of Total Price and other payments for which have been herein provided. During construction and prior to final payment, Seller shall have sole control and exclusive possession of the Home. Only contractors hired by the Seller shall be allowed to work in the Home prior to Closing. Any violation of this provision by Purchaser shall be construed as a default hereunder.

12. **PERFORMANCE.** Time shall be of the essence of this Agreement. If Purchaser defaults hereunder, then, at the election of the Seller, all payments made by Purchaser shall be retained by Seller as liquidated damages and this Agreement thereupon shall become null and void. Notwithstanding anything herein to the contrary, if the Home is not ready for occupancy and possession by the Purchaser on or before six (6) months after the later of the date on which the Purchaser's Final Mortgage Commitment is secured or the date on which the City of Chicago records the Warranty Deed conveying the Premises to the Seller as per the Acquisition Agreement, this Purchase Agreement may, at the option of either party, be terminated by written notice to the other party, provided, however, that if construction or completion of the Home is delayed due to fire, flood, labor disputes, shortage of labor, material, or transportation, or any other cause beyond the Seller's control, said occupancy and possession date shall be extended by the length of such delay. If this Agreement is terminated for any reason other than default by Purchaser, Seller's sole liability shall be limited to the return of all payments made by Purchaser hereunder, and thereupon this Agreement shall become null and void, and neither party shall have any further rights or obligations hereunder.

13. **ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, devisees, personal representatives, successors and permitted assigns. Purchaser may not assign, set over, or transfer this Agreement, or any of the Purchaser's rights and interests under this Agreement, without the prior written consent of Seller. Seller may not assign its rights under this Agreement without first obtaining the prior written approval of the Department of Housing and Urban Development and/or the City of Chicago.

14. **BROKER.** Purchaser represents and warrants that no broker was instrumental in submitting, showing, or selling the Premises and to him/her, and agrees to indemnify and hold Seller, and its agents and beneficiaries harmless from any claim related to Purchaser's purchase of the Premises and Home related asserted against Seller by any broker who has shown the house to Purchaser.

15. **NOTICES.** All notices and demands herein required shall be in writing and shall be deemed sufficient if made by facsimile transmission during normal business hours, certified mail, or Federal Express, postage prepaid, to Seller at the address set forth below or to Purchaser at the address set forth above. The date of such facsimile transmission or mailing shall be deemed the date of notice. Notices to Seller must be sent to: NHS Redevelopment Corporation c/o Floyd A. Gardner III, 11001 South Michigan Avenue, Chicago, IL 60628 or any other individual designated by NHS Redevelopment Corporation from time to time.

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- 16. RESPA. Seller and Purchaser shall comply with all of the Purchaser's lender's requirements, if any, for disclosure under the Real Estate Settlement Procedures Act of 1974, as amended from time to time.
- 17. DEFINITION OF TERMS. Wherever appropriate, as used herein, the singular denotes the plural and the masculine denotes the feminine. If there be more than one person herein as Seller or as purchaser, such word or words wherever used herein and the verbs and pronouns associated therewith expressed in the singular, shall be read and construed as the plural.
- 18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, OR PROMISES, WHETHER ORAL, IMPLIED OR OTHERWISE, CAN BE MADE OR HAVE BEEN MADE BY EITHER SELLER, OR ITS AGENTS, OR BENEFICIARIES, OR PURCHASER, OR TO ANYONE UNLESS EXPRESSLY STATED HEREIN OR UNLESS MUTUALLY AGREED TO IN WRITING BY THE PARTIES. ALL AMENDMENTS, SUPPLEMENTS OR RIDERS HERETO, IF ANY, SHALL BE IN WRITING AND EXECUTED BY BOTH PARTIES AND ATTACHED TO THIS AGREEMENT. IN ADDITION, NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, OR PROMISES, WHETHER ORAL, IMPLIED OR OTHERWISE, CAN BE MADE BY EITHER SELLER OR ITS AGENTS TO PURCHASER AT THE CLOSING UNLESS MUTUALLY AGREED TO IN WRITING BY THE PARTIES.
- 19. ATTORNEY'S APPROVAL. It is agreed by and between the parties hereto that their respective attorneys may approve or make modifications, other than price and date, mutually acceptable to the parties. Approval shall not be unreasonably withheld. However, if within five (5) business days after the Seller's Acceptance Date of this Purchase Agreement it becomes evident that agreement cannot be reached by the parties hereto, and written notice thereof is given to either party within the time specified, then this Purchase Agreement shall become null and void and all monies paid by the Purchaser shall be refunded. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS PURCHASE AGREEMENT SHALL BE IN FULL FORCE AND EFFECT.

PURCHASER(S):

J. P. ... 9/16/02
 Signature _____ Date _____
 333,46,6938
 SS# _____

Signature _____ Date _____
 SS# _____

SELLER: NHS Redevelopment Corporation

By: *[Signature]*
 Title: *Asst. Secretary*

Seller's Attorney:

Marilyn J. Wood
 1034 1/2 Lake Street Phone: (708) 358 - 0002 -
 Oak Park, IL 60301 Fax: (708) 358 - 0012

BUYER'S ATTORNEY

SUSAN LYNCH
 773/929-4504 OFFICE
 773/929-7821 FAX

[Signature] Seller *[Signature]* Purchaser

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RIDER A

This Rider is incorporated into and made a part of by reference the Purchase Agreement to purchase real property known as 2215 W. 21st PLACE, Chicago, Illinois dated 9/18/02 between NHS Redevelopment Corporation (Seller) and J. C. O'MALLEY, (Buyer). If there is a conflict between the underlying Purchase Agreement and this Rider, this Rider shall control.

Seller and Purchaser agree that Seller has given Purchaser copies of the following list of documents associated with the purchase of real property identified above:

- Exhibit A - Construction Summary
- Exhibit B - Mortgage, Security, Recapture Agreement
- Exhibit C - NHS Redevelopment Corporation Limited Warranty

All parties agree that it is understood that Purchaser is responsible for providing copies of the documents listed above to the lending institution and legal representation used by Purchaser to close this transaction. Failure of Purchaser to provide documents to necessary parties that would prevent this transaction from closing on a date and time mutually agreed upon by all parties would be considered a default of the Purchase Agreement.

In the event of a default of this nature, Purchaser agrees to pay Seller 150 for each day Seller remains in possession between the time of the initial closing and the time of the subsequent closing.

J. C. O'Malley
Purchaser

Joseph A. [Signature]
NHS Redevelopment Corp.

Purchaser

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**EXHIBIT A -
General Specifications for Rehab**

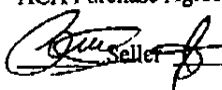
 Seller Purchaser

EXHIBIT B -

Mortgage, Security, Recapture Agreement

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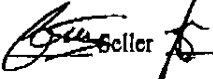

 Seller  Purchaser

Exhibit A - General Specifications for Rehab

Address: 2213 West 21st. Place
1 1/2-story brick
Three Bedrooms
Two full baths
Family room in basement
Partially finished basement
Vinyl-sided garage

Base Price: \$160,000

Rehab work included in the base price:

- New roof on house and garage
- New vinyl windows on first floor
- New exterior doors
- New painted interior trim and doors
- New plumbing
- New forced Air Furnace
- New 100 Amp Electrical Service; complete rewire
- Standard light fixtures that meet code requirements
- Standard remodeled kitchen and baths*
- Refinished wood floors
- Carpet in basement room

- Standard kitchen includes oak or maple cabinets and formica countertop. Floor in kitchen will be tile.

**Contractor will attempt to refinish floors in all areas. Damaged floors will be carpeted or replaced under a change order at additional expense.

NO APPLIANCES INCLUDED

Upgrades: A/C

\$2,200 for unit or \$300 for coil

Total Contract Price: \$162,500


Buyer Signature: [Signature]

Seller Signature: [Signature]

EXHIBIT C -

NHS Redevelopment Corporation Limited Warranty

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 Purchaser

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NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 2213 W. 21st PLACE
 City, State & Zip Code: CHICAGO, ILLINOIS
 Seller's Name: NHS Redevelopment Corporation

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of August 16, 2022, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes", (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES | NO | NA | |
|--------------------------|-------------------------------------|--------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. I am aware of flooding or moisture leakage problems in the crawlspace or basement. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. I am aware of material defects in the basement or foundation (including cracks and bulges). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. I am aware of leaks or material defects in the roof, ceilings or chimney. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. I am aware of material defects in the walls or floor. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. I am aware of material defects in the electrical system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sump or sump-out system, and swimming pool). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. I am aware of material defects in the well or well equipment. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. I am aware of unsafe conditions in the hot water system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. I am aware of material defects in the fireplace or wood-burning stove. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 13. I am aware of material defects in the septic, sump, or other disposal system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 14. I am aware of unsafe concentrations of radon on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 16. I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 17. I am aware of mine subsidence, underground pits, settlement, slippage, or other earth stability defects on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 18. I am aware of current infestations of termites or other wood-boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 19. I am aware of a structural defect caused by previous infestations of termites or other wood-boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 20. I am aware of underground fuel storage tanks on the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21. I am aware of boundary or lot line disputes. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the customer by the covenants therefor that form an integral part of the residential unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary.

Though we are unaware of any such leaks, we have noted a general trend of small basement leaks and occasional sewer back-up in the City of Chicago Housing Stock.

Check here if additional pages used: _____

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: Jay A. [Signature] Date: 9/16/22
 Seller: _____ Date: _____

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: J. E. [Signature] Date: 9/16/22 Time: 2:07P
 Prospective Buyer: _____ Date: _____ Time: _____

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Concerning Household Size

21059823

L. J. C. O'Malley
as follows:

this 16th of Sept., 2002 hereby state under oath

1. I am purchasing from NHS Redevelopment Corporation ("Developer") that certain real property commonly known as 2213 W. 21st PLACE, Chicago, IL ("property")
2. The housing unit improving the property was constructed by the developer pursuant to the HUD/ACA of the City of Chicago;
3. The number of family members constituting the household that shall reside at the property is 1. The list of household members is provided on Exhibit A attached hereto.

By: L. J. C. O'Malley

SUBSCRIBED AND SWORN TO ME THIS _____ DAY OF _____, 2002.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

Property of Cook County Clerk's Office

EXHIBIT A

LIST OF HOUSEHOLD MEMBERS

NAME

AGE

RELATIONSHIP

J. C. O'Malley

50

Self/Buyer

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Addendum to Sales Contract
Lead-Based Paint Health Hazard - Property Constructed Prior to 1978

(This addendum survives the closing of the sale)

This property was constructed prior to 1978 and a lead-based paint hazard may be present.

RE: 9/16/02
Contract Date
2213 W. 21st PLACE
Property Address

NHS Redevelopment Corporation
Seller
J. C. O'Malley
Purchaser

Purchaser

Section A

Purchaser hereby acknowledges and certifies that he/she:

- Has received the Notice entitled *Watch Out for Lead Based Poisoning*.
- Understands fully the contents of the aforementioned Notice.
- Has signed the aforementioned notice on the same or earlier date as the Sales Contract.

Section B

Purchaser has (initial one below):

Requested a _____ day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. This contract is contingent upon the risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until _____ (insert date). Seller may, at the Seller's option, within five days after delivery of the assessment, elect in writing whether to correct the hazards prior to settlement. If Seller will correct the hazard(s), the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the hazard(s) have been remedied before the date of settlement. If the Seller does not elect to make the repairs, or if Seller makes a counter-offer, the Purchaser shall have five days to respond to the counter offer or to remove this contingency and take the property in its "as is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause. Or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Purchaser hereby acknowledges this property I/we am/are purchasing from NHS Redevelopment Corporation may contain lead-based paint. However, despite this possibility, I/we elect to close the sale on this property. Further I/we agree to hold NHS Redevelopment Corporation harmless for this action.

J. C. O'Malley
Signature of Purchaser

Signature of Purchaser

9/16/02
Date
Nicholas [Signature]
Signature of Witness

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MORTGAGE, SECURITY AND RECAPTURE AGREEMENT

THIS MORTGAGE, SECURITY AND RECAPTURE AGREEMENT ("Mortgage") is made as of this ___ day of _____ from _____ ("Mortgagor"), to [DEVELOPER] NHS Redevelopment Corporation ("Mortgagee").

RECITALS

WHEREAS, the City of Chicago ("City") has received an allocation of Neighborhood Initiative Funds (the "Funds") from the United States Department of Housing and Urban Development ("HUD") to promote homeownership in certain distressed and blighted areas of the City designated by HUD and the City's Department of Housing as the asset control area (the "Asset Control Area"); and

WHEREAS, the City Council of the City, by ordinance adopted April 12, 2000, established the Asset Control Area program ("Asset Control Area Program") to facilitate the rehabilitation and construction of new single family housing and multi-unit family housing within the City which shall be affordable to many families; and

WHEREAS, as part of the Asset Control Area Program, Mortgagee agreed to develop the real property legally described on Exhibit A attached hereto ("Land") by [constructing] [rehabilitating] a _____ [single family housing unit] [two, three, four family housing unit] ("Home") improving the Land; and

WHEREAS, the Home was [constructed] [rehabilitated] by Mortgagee utilizing a to be determined amount of the Funds [not to exceed \$40,000 for a single family housing unit][not to exceed \$50,000 for a two, three, four family housing unit] (the "Appraisal Gap"), which served to improve the quality of the construction of the Home; and

WHEREAS, the expenditure of the Appraisal Gap to [construct] [rehabilitate] the Home is not reflected in the sales price for the Home to be paid by the initial homebuyer to Mortgagee at closing, in conjunction with the objective of the Asset Control Area Program that the Home be made affordable; and

WHEREAS, pursuant to the terms of the sales contract, Mortgagee proposes to convey the completed Home to Mortgagor as the initial homebuyer; and

WHEREAS, Mortgagor has covenanted to Mortgagee herein that it meets the income eligibility requirements to participate as an initial homebuyer under the Asset Control Area Program; and

WHEREAS, in consideration for the City's willingness to forego reimbursement of the Appraisal Gap at closing, Mortgagor has agreed to comply with the recapture provisions described in this Mortgage solely in the event that the Land is sold by Mortgagor at a price in excess of the purchase price within the three year period commencing with the date of conveyance of the Land and the Home by Mortgagee to Mortgagor ("Conveyance Date"); and

WHEREAS, the City is desirous of securing the recapture provision described in this Mortgage;

NOW, THEREFORE, to secure the performance and observance by Mortgagor of all the terms, covenants and conditions described in this Mortgage, and in order to charge the properties, interests and rights hereinafter described with such consideration, Mortgagor has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto Mortgagee and its successors and assigns forever, all of the following described property (which is hereinafter sometimes referred to as "Mortgaged Property"):

- (A) The Land;
- (B) All structures and improvements of every nature whatsoever now or hereafter situated on the Land, including, without limitation, the Home, all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing ("Improvements");
- (C) All rents and issues of the Land and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

...a security interest in all of the above-described property, which are or are to become fixtures. ... hereby further grants unto

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THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the recapture provision evidenced by the terms of this Mortgage, and (b) performance of each and every of the covenants, conditions and agreements contained in this Mortgage, and in any other agreement, document or instrument to which reference is expressly made in this Mortgage.

ARTICLE I

INCORPORATION OF RECITALS

The recitals set forth above constitute an integral part of this Mortgage and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Mortgagor covenants and agrees with Mortgagee that:

2.01 Taxes and Assessments.

- (a) Mortgagor will pay when due all general taxes and assessments, special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.
- (b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's, or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

risks as required of Mortgagor by continuously insured in such
hereinafter defined), paying the premiums for said insurance as they become due.
Policies of insurance shall name Mortgagee as an additional insured. All policies of
insurance shall provide that the same shall not be cancelled, except upon thirty (30) days
prior written notice to Mortgagee.

2.03 Maintenance of the Property.

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- (a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.
- (b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.
- (c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property to assure compliance with the terms of this Mortgage.
- (d) Mortgagor shall promptly comply, and cause the Mortgaged Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property or any part thereof.
- (e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor, subject to the rights of co-insurer, will promptly restore the Mortgaged Property to the equivalent of its condition prior to the casualty, to the extent of any insurance proceeds made available to Mortgagor for that purpose.

2.04 Subordination.

The Mortgage shall be subject and subordinate in all respects to that certain mortgage dated as of _____, 2001, between Mortgagor and _____ ("Senior Lender"), recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____ as document # _____ to secure indebtedness in the original principal amount not to exceed the ceiling base price of _____ (excluding options and extras) ("Senior Mortgage"), and shall also be subordinate to any subsequent mortgage that replaces the Senior Mortgage.

Mortgagor covenants to Mortgagee that it meets the income eligibility requirements established by the City pursuant to the Asset Control Area Program in order to participate as an initial homebuyer under the Asset Control Area Program.

ARTICLE III

RECAPTURE OF PROFIT PROVISIONS

3.01 Generally.

The amount of the Appraisal Gap disbursed by the City with regard to the construction of the Home is _____. Mortgagor, as an initial homebuyer under the Asset Control Area Program, covenants that it shall own the Mortgaged Property and utilize the Home improving the Mortgaged Property as its primary residence for a period of three years commencing on the Conveyance Date.

3.02 Recapture.

If Mortgagor conveys the Mortgaged Property or executes a deed in lieu of foreclosure prior to the expiration of said three year period at a price which exceeds the purchase price paid for the Mortgaged Property by Mortgagor to Mortgagee on the Conveyance Date, Mortgagee shall be entitled to recapture, and Mortgagor shall be obligated to pay Mortgagee, an amount equal to the lesser of the following sums:

(a) the difference between the original purchase price for the Mortgaged Property paid by Mortgagor to Mortgagee and the resale price; or

(b) an amount equal to the Appraisal Gap described in paragraph 3.01 above, provided that this amount shall decline as follows: (i) by 33% on the anniversary of the first year subsequent to the Conveyance Date, (ii) by 32% on the anniversary of the second year subsequent to the Conveyance Date, and (iii) 31% on the anniversary of the third year subsequent to the Conveyance Date.

3.03 Release of Mortgage.

If, during the three year period commencing with the Conveyance Date, Mortgagor: (a) retains ownership of the Mortgaged Property and use of the Home as its primary residence, (b) conveys the Mortgaged Property for a purchase price less than or equal to the purchase price that Mortgagor paid to Mortgagee for the Mortgaged Property on the Conveyance Date, or (c) conveys the Mortgaged Property for a price in excess of said purchase price and pays Mortgagee the amount Mortgagee is entitled to receive pursuant to the provisions described in section 3.02 above, then Mortgagor shall be deemed to have fully complied with the provisions contained in this Mortgage, and Mortgagor shall be under no further obligation to Mortgagee. In such event, within 30

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days of receipt of a written request from Mortgagor, Mortgagee shall execute a release of the Mortgage. Said release shall be in recordable form.

ARTICLE IV

DEFAULT

4.01 Events of Default.

The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean any one or more of the following events:

(a) Failure by Mortgagor to duly observe or perform any material term, covenant, condition, or agreement of this Mortgage after the expiration of all cure periods as provided herein; or

(b) A default continuing beyond all applicable cure periods under the Senior Financing and permitting foreclosure thereunder.

4.02 Acceleration of Maturity.

(a) If an Event of Default due to a failure to make any payment when the same is due and owing ("Monetary Event of Default") shall have occurred under the Senior Lender's security documents or this Mortgage, and shall have continued for ten days following notice thereof from Mortgagee to Mortgagor, the entire amount of the Appraisal Gap described herein and secured hereby, at Mortgagee's sole option, shall become immediately due and payable without further notice or demand.

(b) If an Event of Default (other than a Monetary Event of Default), shall have occurred under the Senior Lender's security documents, and shall have continued for 60 days following the receipt of notice thereof from Mortgagee to Mortgagor, the Appraisal Gap secured hereby, at Mortgagee's sole option, shall immediately become due and payable without further notice or demand; provided, however, that in the event such default cannot reasonably be cured within such 60 day period and if Mortgagor has commenced efforts to cure, then the time to cure shall be extended so long as said party diligently continues to cure such default.

(c) Except as otherwise permitted by the terms of this Mortgage and as evidenced by Mortgagee's written consent, any sale, partial sale, refinancing, syndication or other disposition of the Mortgaged Property shall entitle the Mortgagee to declare the Appraisal Gap secured hereby immediately due and payable without further notice or demand; provided, however, the replacement or substitution of any machinery, equipment or fixtures, now owned or hereafter acquired by Mortgagor, with machinery or equipment of like kind and value, whether or not such machinery or equipment is deemed a fixture under applicable provisions of the Illinois Uniform Commercial Code, will not be an Event of Default under this Mortgage, provided Mortgagor executes such documents as

may be necessary to assure Mortgagee of a continuing perfected secured interest in such replacement or substituted machinery, equipment or fixtures.

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4.03 Remedies.

(a) Subject to the rights of the Senior Lender, when the Appraisal Gap hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. The Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by any foreclosure of the Senior Mortgage, and may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgagee under this Mortgage, there shall be allowed and included as additional indebtedness, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this section 4.03 mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of the Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by this Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this section; (ii) all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by this Mortgage; (iii) all principal and interest remaining to be paid pursuant to the recapture provisions described in this Mortgage; and (iv) any remaining amounts due to Mortgagor, its successors or assigns, as their rights may appear.

(b) Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of the Mortgage on its behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of the Mortgage.

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the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personally and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may reasonably determine to be to its best advantage. Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (aa) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as Mortgagee may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder of the monies and proceeds so received by Mortgagee first to payment of accrued interest; and second to the payment of principal. The balance of such funds, if any, after payment in full, of all of the aforesaid amounts shall be paid to Mortgagor.

4.04 Receiver.

Subject to the rights of the Senior Lender, if an Event of Default shall have occurred and be continuing after an applicable cure period has expired, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall otherwise have all of the rights and powers to the fullest extent permitted by law.

4.05 Purchase by Mortgagee.

Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price; provided, however, that the Senior Lender has been paid in full.

4.06 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and

every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

4.07 Waiver.

No delay or omission of Mortgagee to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Mortgagor.

ARTICLE V

MISCELLANEOUS PROVISIONS

5.01 Successors and Assigns.

This Mortgage shall inure to the benefit of and be binding upon Mortgagor and Mortgagee and their respective legal representatives, successors and assigns. Whenever a reference is made in the Mortgage to Mortgagor or to Mortgagee, such reference shall be deemed to include a reference to legal representatives, successors and assigns of Mortgagor or Mortgagee, as applicable.

5.02 Terminology.

All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Mortgage, and all references herein to articles, sections or paragraphs shall refer to the corresponding articles, sections or paragraphs of this Mortgage unless specific reference is made to such articles, sections or paragraphs of another document or instrument.

If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

5.04 Security Agreement.

This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures. Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by this Mortgage or any other agreement.

5.05 Modification.

No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

5.06 No Merger.

It being the desire and intention of the parties that this Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, to wit that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

5.07 Applicable Law.

This Mortgage shall be interpreted, construed and enforced under the laws of the State of Illinois.

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IN WITNESS WHEREOF, the undersigned has caused this Mortgage to be executed as of the day and year first above written.

[MORTGAGOR]

Prepared by and after recording to be returned to:

NHS Redevelopment Corporation
C/o Floyd A. Gardner III - Manager, Acquisition/Finance
11001 South Michigan Avenue
Chicago, IL 60628

STATE OF ILLINOIS)

COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ to me as the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that she signed and delivered the said instrument as ___ free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2001.

Notary Public

My commission expires _____

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EXHIBIT A

Legal description:

Commonly known as:

Permanent Index Number:

Property of Cook County Clerk's Office