

210225A  
Second Regulatory Agreement for  
Multifamily Housing Projects

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner



Under Sections 207, 220, 221(d)(4), 231 and 232, Except Nonprofits

Project Number 071-15026		Mortgagee CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS, an Illinois corporation	
Amount of Mortgage Note \$738,400.00		Date As of December 1, 2002	
Mortgage Recorded State: Illinois Document No. 0021412987	County: Cook	Date December 19th, 2002	Originally endorsed for insurance under Section 223(d) pursuant to Section 223(a)(7) of the National Housing Act

This Agreement entered into as of this 1<sup>st</sup> day of December, 2002 between LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement, dated as of December 1, 1988, and known as Trust No. 107042-03, whose address is 135 South LaSalle Street, Land Trust Department, Chicago, Illinois 60603, and PRINCETON ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, whose address is 4200 West Peterson Avenue, Suite 140, Chicago, Illinois 60646, their successors, heirs, and assigns jointly and severally (hereinafter collectively referred to as Owners), and the undersigned Secretary of Housing and Urban Development and his successors (hereinafter referred to as Secretary).

In consideration of the endorsement for insurance by the Secretary of the above described note or in consideration of the consent of the Secretary to the transfer of the mortgaged property or the sale and conveyance of the mortgaged property by the Secretary, and in order to comply with the requirements of the National Housing Act, as amended, and the Regulations adopted by the Secretary pursuant thereto, Owners agree for themselves, their successors, heirs and assigns, that in connection with the mortgaged property and the project operated thereon and so long as the contract of mortgage insurance continues in effect, and during such further period of time as the Secretary shall be the owner, holder or reinsurer of the mortgage, or during any time the Secretary is obligated to insure a mortgage on the mortgaged property:

1. Owners, except as limited by paragraph 17 hereof, assume and agree to make promptly all payments due under the note and mortgage.

~~2. (a) Owners shall establish or continue to maintain a reserve fund for replacements by the allocation to such reserve fund in a separate account with the mortgagee or in a safe and responsible depository designated by the mortgagee, concurrently with the beginning of payments towards amortization of the principal of the mortgage insured or held by the Secretary of an amount equal to \$\_\_\_\_\_ per month unless a different date or amount is approved in writing by the Secretary. \*\*~~

~~Such fund, whether in the form of a cash deposited or invested in obligations of, or fully guaranteed as to principal by, the United States of America shall at all times be under the control of the mortgagee. Disbursements from such fund, whether for the purpose of effecting replacement of structural elements and mechanical equipment of the project or for any other purpose, may be made only after receiving the consent in writing of the Secretary. In the event that the owner is unable to make a mortgage note payment on the due date and that payment cannot be made prior to the due day of the next such installment or when the mortgagee has agreed to forgo making an election to assign the mortgage to the Secretary based on a monetary default, or to withdraw an election already made, the Secretary is authorized to instruct the mortgagee to withdraw funds from the reserve fund for replacements to be applied to the mortgage payment in order to prevent or cure the default. In addition, in the event of a default in the terms of the mortgage, pursuant to which the loan has been accelerated, the Secretary may apply or authorize the~~

~~application of the balance in such fund to the amount due on the mortgage debt as accelerated.~~

~~(b) Where Owners are acquiring a project already subject to an insured mortgage, the reserve fund for replacements to be established will be equal to the amount due to be in such fund under existing agreements or charter provisions at the time Owners acquire such project, and payments hereunder shall begin with the first payment due on the mortgage after acquisition, unless some other method of establishing and maintaining the fund is approved in writing by the Secretary.~~

3. Real property covered by the mortgage and this agreement is described in Exhibit A attached hereto.

(This paragraph 4 is not applicable to cases insured under Section 232.)

4. (a) Owners shall make dwelling accommodation and services of the project available to occupants at charges not exceeding those established in accordance with a rental schedule approved in writing by the Secretary, for any project subject to regulation of rent by the Secretary. Accommodations shall not be rented for a period of less than thirty (30) days, or, unless the mortgage is insured under Section 232, for more than three years. Commercial facilities shall be rented for such use and upon such terms as approved by the Secretary. Subleasing of dwelling accommodations by the tenant thereof, shall be prohibited without prior written approval of Owners and the Secretary and any lease shall so provide. Upon discovery of any unapproved sublease, Owners shall immediately demand cancellation and notify the Secretary thereof.

(b) Upon prior written approval by the Secretary, Owners may charge to and receive from any tenant such amounts as from time to time may be mutually agreed upon between the tenant and the Owners for any facilities and/or services which may be furnished by the Owners or others to such tenant upon his request, in addition to the facilities and services included in the approved rental schedule. Approval of charges for facilities and services is not required for any project not subject to regulation of rent by the Secretary.

(c) For any project subject to regulation of rent by the Secretary, the Secretary will at any time entertain a written request for a rent increase properly supported by substantiating evidence and within a reasonable time shall:

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17

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- (i) Approve a rental schedule that is necessary to compensate for any net increase, occurring since the last approved rental schedule, in taxes (other than income taxes) and operating and maintenance cost over which Owners have no effective control or;
  - (ii) Deny the increase stating the reasons therefor.
5. (a) If the mortgage is originally a Secretary-held purchase money mortgage, or is originally endorsed for insurance under any Section other than Sections 231 or 232 and is not designed primarily for occupancy by elderly persons, Owners shall not in selecting tenants discriminate against any person or persons by reason of the fact that there are children in the family.
- (b) If the mortgage is originally endorsed for insurance under Section 221, Owners shall in selecting tenants give to displaced persons or families an absolute preference or priority of occupancy which shall be accomplished as follows:
- (1) For a period of sixty (60) days from the date of original offering, unless a shorter period of time is approved in writing by the Secretary, all units shall be held for such preferred applicants, after which time any remaining unrented units may be rented to non-preferred applicants;
  - (2) Thereafter, and on a continuing basis, such preferred applicants shall be given preference over non-preferred applicants in their placement on a waiting list to be maintained by the Owners; and
  - (3) Through such further provisions agreed to in writing by the parties.
- (c) Without the prior written approval of the Secretary not more than 25% of the number of units in a project insured under Section 231 shall be occupied by persons other than elderly persons.
- (d) All advertising or efforts to rent a project insured under Section 231 shall reflect a bona fide effort of the Owners to obtain occupancy by elderly persons.
6. Owners shall not without the prior written approval of the Secretary:
- (a) Convey, transfer, dispose of, or encumber any personal property of the project, including rents, or pay out any funds except form surplus cash, except for reasonable operating expenses and necessary repairs.
  - (b) Assign, transfer, dispose of, or encumber any personal property of the project, including rents, or pay out any funds except from surplus cash, except for reasonable operating expenses and necessary repairs.
  - (c) Convey, assign, or transfer any beneficial interest in any trust holding title to the property, or the interest of any general partner in a partnership owning the property, or any right to manage or receive the rents and profits from the mortgaged property.
  - (d) Remodel, add to, reconstruct, or demolish any part of the mortgaged property or subtract from any real or personal property of the project.
  - (e) Make, or receive and retain, any distribution of assets or any income of any kind of the project except surplus cash and except on the following conditions:
    - (1) All distributions shall be made only as of and after the end of a semiannual or annual fiscal period, and only as permitted by the law of the applicable jurisdiction;
- (2) No distribution shall be made from borrowed funds, prior to the completion of the project or when there is any default under this Agreement or under the note or mortgage;
  - (3) Any distribution of any funds of the project, which the party receiving such funds is not entitled to retain hereunder, shall be held in trust separate and apart from any other funds; and
  - (4) There shall have been compliance with all outstanding notices of requirements for proper maintenance of the project.
- (f) Engage, except for natural persons, in any other business or activity, including the operation of any other rental project, or incur any liability or obligation not in connection with the project.
- (g) Require, as a condition of the occupancy or leasing of any unit in the project, any consideration or deposit other than the prepayment of the first month's rent plus a security deposit in an amount not in excess of one month's rent to guarantee the performance of the covenants of the lease. Any funds collected as security deposits shall be kept separate and apart from all other funds of the project in a trust account the amount of which shall at all times equal or exceed the aggregate of all outstanding obligations under said account the amount of which shall at all times equal or exceed the aggregate of all outstanding obligations under said account.
- (h) Permit the use of the dwelling accommodations or nursing facilities of the project for any purpose except the use which was originally intended, or permit commercial use greater than that originally approved by the Secretary.
7. Owners shall maintain the mortgaged premises, accommodations and the grounds and equipment appurtenant thereto, in good repair and condition. In the event all or any of the buildings covered by the mortgage shall be destroyed or damaged by fire or other casualty, the money derived from any insurance on the property shall be applied in accordance with the terms of the mortgage.
8. Owners shall not file any petition in bankruptcy or for a receiver or in insolvency or for reorganization or composition, or make any assignment for the benefit of creditors or to a trustee for creditors, or permit an adjudication in bankruptcy or the taking possession of the mortgaged property or any part thereof by a receiver or the seizure and sale of the mortgaged property or any part thereof under judicial process or pursuant to any power of sale, and fail to have such adverse actions set aside within forty-five (45) days.
9. (a) Any management contract entered into by Owners or any of them involving the project shall contain a provision that, in the event of default hereunder, it shall be subject to termination without penalty upon written request by the Secretary. Upon such request Owners shall immediately arrange to terminate the contract within a period of not more than thirty (30) days and shall make arrangements satisfactory to the Secretary for continuing proper management of the project.
- (b) Payment for services, supplies, or materials shall not exceed the amount ordinarily paid for such services, supplies, or materials in the area where the services are rendered or the supplies or materials furnished.
- (c) The mortgaged property, equipment, buildings, plans, offices, apparatus, devices, books, contracts, records, documents, and other papers relating thereto shall at all times be maintained in

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Examination and inspection at any reasonable condition for proper audit and subject to examination and inspection at any reasonable time by the Secretary or his duly authorized agents. Owners shall keep copies of all written contracts or other instruments which affect the mortgaged property, all or any of which may be subject to inspection and examination by the Secretary of his duly authorized agents.

- (d) The books and accounts of the operations of the mortgaged property and of the project shall be kept in accordance with the requirements of the Secretary.
- (e) Within sixty (60) days following the end of each fiscal year the Secretary shall be furnished with a complete annual financial report based upon an examination of the books and records of mortgagor prepared in accordance with the requirements of the Secretary, prepared and certified to by an officer or responsible Owner and, when required by the Secretary, prepared and certified by a Certified Public Accountant, or other person acceptable to the Secretary.
- (f) At request of the Secretary, his agents, employees, or attorneys, the Owners shall furnish monthly occupancy reports and shall give specific answers to questions upon which information is desired from time to time relative to income, assets, liabilities, contracts, operation, and condition of the property and the status of the insured mortgage.
- (g) All rents and other receipts of the project shall be deposited in the name of the project in a financial institution, whose deposits are insured by an agency of the Federal Government. Such funds shall be withdrawn only in accordance with the provisions of this Agreement for expenses of the project or for distributions of surplus cash as permitted by paragraph 6(e) above. Any Owner receiving funds of the project other than by such distribution of surplus cash shall immediately deposit such funds in the project bank account and failing so to do in violation of this Agreement shall hold such funds in trust. Any Owner receiving property of the project in violation of this Agreement shall hold such funds in trust. At such time as the Owners shall have lost control and/or possession of the project, all funds held in trust shall be delivered to the mortgagee to the extent that the mortgage indebtedness has not been satisfied.
- (h) If the mortgage is insured under Section 232:
- (1) The Owners or lessees shall at all times maintain in full force and effect from the state or other licensing authority such license as may be required to operate the project as a nursing home and shall not lease all or part of the project except on terms approved by the Secretary.
  - (2) The Owners shall suitably equip the project for nursing home operations.
  - (3) The Owners shall execute a Security Agreement and Financing Statement (or other form of chattel lien) upon all items of equipment, except as the Secretary may exempt, which are not incorporated as security for the insured mortgage. The Security Agreement and Financing Statement shall constitute a first lien upon such equipment and shall run in favor of the mortgagee as additional security for the insured mortgage.
    - (i) If the mortgage is insured under Section 231, Owners or lessees shall at all times maintain in full force and effect from the state or other licensing authority such license as may be required to operate the project as housing for the elderly.
10. Owners will comply with the provisions of any Federal, State, or local law prohibiting discrimination in housing on the grounds of race, color, religion or creed, sex, or national origin, including Title VIII of the Civil Rights Act of 1968 (Public Law 90-284; 82 Stat. 73), as amended, Executive Order 11063, and all requirements imposed by or pursuant to the regulations of the Department of Housing and Urban Development implementing these authorities (including 24 CFR Parts 100, 107 and 100, and Subparts I and M of Part 200).
11. Upon a violation of any of the above provisions of this Agreement by Owners, the Secretary may give written notice thereof, to Owners, by registered or certified mail, addressed to the addresses stated in this Agreement, or such other addresses as may subsequently, upon appropriate written notice thereof to the Secretary, be designated by the Owners as their legal business address. If such violation is not corrected to the satisfaction of the Secretary within thirty (30) days after the date such notice is mailed or within such further time as the Secretary determines is necessary to correct the violation, without further notice the Secretary may:
- (a) (i) If the Secretary holds the note - declare the whole of said indebtedness immediately due and payable and then proceed with the foreclosure of the mortgage.
    - (ii) If said note is not held by the Secretary - notify the holder of the note of such default and request holder to declare a default under the note and mortgage, and holder after receiving such notice and request, but not otherwise, at its option, may declare the whole indebtedness due and thereupon proceed with foreclosure of the mortgage, or assign the note and mortgage to the Secretary as provided in the Regulations;
  - (b) Collect all rents and charges in connection with the operation of the project and use such collections to pay the Owners' obligations under this Agreement and under the note and mortgage and the necessary expenses of preserving the property and operating the project.
  - (c) Take possession of the project, bring any action necessary to enforce any rights of the Owners growing out of the project operation and operate the project in accordance with the terms of this Agreement until such time as the Secretary in his discretion determines that the Owners are again in a position to operate the project in accordance with the terms of this Agreement and in compliance with the requirements of the note and mortgage.
  - (d) Apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of the Agreement, for the appointment of a receiver to take over and operate the project in accordance with the terms of the Agreement, or for such other relief as may be appropriate, since the injury to the Secretary arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.
12. As security for the payment due under this Agreement to the reserve fund for replacements, and to secure the Secretary because of his liability under the endorsement of the note for insurance, and as security for the other obligations under this Agreement, the Owners respectively assign, pledge and mortgage to the Secretary their rights to the rents, profits, income and charges of whatsoever sort which they may receive or be entitled to receive from the operation of the mortgaged property, subject, however, to any assignment of rents in the insured mortgage referred to herein. Until a default is

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declared under this Agreement, however, permission is granted to Owners to collect and retain under the provisions of this Agreement such rents, profits, income, and charges, but upon default this permission is terminated as to all rents due or collected thereunder.

13. As used in this Agreement the term:

- (a) "Mortgage" includes "Deed of Trust", "Chattel Mortgage", "Security Instrument", and any other security for the note identified herein, and endorsed for insurance or held by the Secretary;
- (b) "Mortgagee" refers to the holder of the mortgage identified herein, its successors and assigns;
- (c) "Owners" refers to the persons named in the first paragraph hereof and designated as Owners, their successor, heirs and assigns;
- (d) "Mortgaged Property" includes all property, real, personal or mixed, covered by the mortgage or mortgages securing the note endorsed for insurance or held by the Secretary;
- (e) "Project" includes the mortgaged property and all its other assets of whatsoever nature or wheresoever situate, used in or owned by the business conducted on said mortgaged property, which business is providing housing and other activities as are incidental thereto;
- (f) "Surplus Cash" means any cash remaining after:
  - (1) the payment of:
    - (i) All sums due or currently required to be paid under the terms of any mortgage or note insured or held by the Secretary;
    - (ii) All amounts required to be deposited in the reserve fund for replacements;
    - (iii) obligations of the project other than the insured mortgage unless funds for payment are set aside or deferment of payment has been approved by the Secretary; and
  - (2) the segregation of:
    - (i) An amount equal to the aggregate of all special funds required to be maintained by the project; and
    - (ii) All tenant security deposits held.
- (g) "Distribution" means any withdrawal or taking of cash or any assets of the project, including the segregation of cash or assets for subsequent withdrawal within the limitations of Paragraph 6(e) hereof, and excluding payment for reasonable expenses incident to the operation and maintenance of the project.
- (h) "Default" means a default declared by the Secretary when a violation of this Agreement is not corrected to his satisfaction within the time allowed by this Agreement or such further time as may be allowed by the Secretary after written notice;
  - (i) "Section" refers to a Section of the National Housing Act, as amended.

(i) "Displaced persons or families" shall mean a family or families, or a person, displaced from an urban renewal area, or as the result of government action, or as a result of a major disaster as determined by the President pursuant to the Disaster Relief Act of 1970.

(j) "Elderly person" means any person, married or single, who is sixty-two years of age or over.

14. This instrument shall bind, and the benefits shall inure to, the respective Owners, their heirs, legal representatives, executors, administrators, successors in office or interest, and assigns, and to the Secretary and his successors so long as the contract of mortgage insurance continues in effect, and during such further time as the Secretary shall be the owner, holder, or reinsurer of the mortgage, or obligated to reinsure the mortgage.

15. Owners warrant that they have not, and will not, execute any other agreement with provisions contradictory of, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

16. The invalidity of any clause, part or provisions of this Agreement shall not affect the validity or the remaining portions thereof.

17. The following Owners \*:

Do not assume personal liability for payments due under the note and mortgage, or for the payments to the reserve for replacements, or for matters not under their control, provided that said Owners shall remain liable under this Agreement only with respect to the matters hereinafter stated; namely:

(a) for funds or property of the project coming into their hands which, by the provisions hereof, they are not entitled to retain; and

(b) for their own acts and deeds or acts and deeds of others which they have authorized in violation of the provisions hereof.

(To be executed with formalities for recording a deed to real estate.)

\*LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement, dated as of December 1, 1988, and known as Trust No. 107042-03 and Princeton Associates Limited Partnership, an Illinois limited partnership, and all of its current and future general and limited partners.

See Rider attached hereto and made a part hereof.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date hereinabove written.

OWNERS:

**SUBJECT TO THE EXCULPATORY  
PROVISIONS ATTACHED HERETO AND MADE  
A PART HEREOF**

**LASALLE BANK NATIONAL ASSOCIATION, AS  
SUCCESSOR TRUSTEE TO AMERICAN  
NATIONAL BANK AND TRUST COMPANY OF  
CHICAGO, not personally, but solely as Trustee under  
Trust Agreement, dated as of December 1, 1988, and  
known as Trust No. 107042-03**

By: Nancy A. Carlson  
Name: ASSISTANT VICE PRESIDENT  
Title: ASSISTANT Vice President

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PRINCETON ASSOCIATES LIMITED PARTNERSHIP an Illinois limited partnership

By: Joan Carl  
Joan Carl, General Partner

SECRETARY:

SECRETARY OF HOUSING AND URBAN DEVELOPMENT ACTING BY AND THROUGH THE FEDERAL HOUSING COMMISSIONER

By: Ray Induso  
Name: Ray Induso  
Its: Authorized Agent

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STATE OF ILLINOIS)

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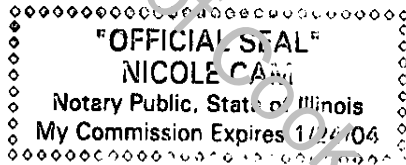
COUNTY OF COOK )

I, a Notary Public, in and for the County of Cook, State of Illinois, do hereby certify that JOAN CARL, personally known to me to be the same person whose name is subscribed to the foregoing instrument as General Partner of **PRINCETON ASSOCIATES LIMITED PARTNERSHIP**, an Illinois limited partnership, appeared before me in person and acknowledged and sworn that the statements set forth in the foregoing Agreement are true and correct, and that she signed the same as her free and voluntary act and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

Give under my hand and notarial seal this 17<sup>th</sup> day of December, 2002.

Nancy  
Notary Public

My Commission Expires: 1/24/04



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL A:

LOT 1 (EXCEPT THE EAST 66 FEET THEREOF); LOT 2 (EXCEPT THE EAST 66 FEET OF SAID LOT 2 LYING NORTH OF THE SOUTH 11 FEET THEREOF, ALSO EXCEPT THE EAST 14 FEET OF SAID SOUTH 11 FEET OF LOT 2); LOT 3 (EXCEPT THE SOUTH 40 FEET THEREOF, ALSO EXCEPT THE EAST 14 FEET OF SAID LOT 3 LYING NORTH OF THE SOUTH 40 FEET THEREOF); LOT 10 (EXCEPT THE SOUTH 50 FEET THEREOF) AND ALL OF LOTS 11 AND 12, ALL IN BLOCK 6 IN NORMAL SCHOOL SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### ALSO

THAT PART OF THE EAST HALF OF VACATED S. PRINCETON AVENUE LYING WEST OF THE WEST LINE OF LOTS 10, 11 AND 12 IN BLOCK 6 IN NORMAL SCHOOL SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 12 IN BLOCK 6 IN NORMAL SCHOOL SUBDIVISION AFOREMENTIONED, AND LYING NORTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 70 FEET OF LOT 3 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 7 IN NORMAL SCHOOL SUBDIVISION AFOREMENTIONED, IN COOK COUNTY, ILLINOIS.

#### PARCEL B:

THAT PART OF LOT 10 IN BLOCK 6 IN NORMAL SCHOOL SUBDIVISION, AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 10, WHICH POINT IS 50 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 10; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 114 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 10, A DISTANCE OF 22 FEET; THENCE WEST PARALLEL TO THE WEST LINE OF SAID LOT 10, A DISTANCE OF 46 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 10, A DISTANCE OF 11 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 68 FEET TO THE WEST LINE OF SAID LOT 10; THENCE NORTH ON THE WEST LINE OF SAID LOT 10, A DISTANCE OF 33 FEET TO THE PLACE OF BEGINNING.

P.I.N.s      20-21-413-001  
                 20-21-413-002  
                 20-21-413-003  
                 20-21-413-004  
                 20-21-413-005  
                 20-21-413-035  
                 20-21-413-022  
                 20-21-413-032

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**This document prepared by and  
after recording shall be returned to:**

Elizabeth H. Friedgut, Esq.  
Piper Rudnick  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601

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**RIDER ATTACHED TO AND MADE A PART OF  
SECOND REGULATORY AGREEMENT (THE "REGULATORY AGREEMENT"),  
DATED AS OF DECEMBER 1, 2002,  
FHA PROJECT NO. 071-15026**

- R-1 Scope of Rider. This Rider is attached to and made a part of the Regulatory Agreement and all references to the Regulatory Agreement hereto shall be deemed to include this Rider. To the extent of any conflict or inconsistency between the terms of the Regulatory Agreement and this Rider, the terms of this Rider shall control. All capitalized terms not defined in this Rider shall have the same meanings ascribed thereto in the Regulatory Agreement.
- R-2 Subordination. Notwithstanding any provision of this Regulatory Agreement, the certain Second Mortgage (the "Mortgage"), dated as of December 1, 2002, executed and delivered by LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement, dated as of December 1, 1988, and known as Trust No. 107042-03 (the "Land Trustee"), to Cambridge Realty Capital of Illinois, an Illinois corporation (the "Second Mortgagee"), which is recorded with the Land Records of Cook County, as security for the repayment of that certain Second Mortgage Note, dated as of December 1, 2002, executed by the Land Trustee in favor of the Second Mortgagee, in the original principal amount of SEVEN HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$738,400.00), or any other document executed by the Land Trustee, Princeton Associates Limited Partnership, an Illinois limited partnership (the "Beneficiary"), or Alder-Princeton Rehabilitation and Health Care Center, Inc., an Illinois corporation ("Lessee"), in favor of the Second Mortgagee or the Commissioner (collectively, the "Loan Documents") to the contrary, this Regulatory Agreement and all of the respective rights and powers of the Owners, the Second Mortgagee and the Commissioner, hereunder, are subject and subordinate to the rights and liens of Cambridge Realty Capital Ltd. of Illinois, an Illinois corporation, as holder of the following documents (in such capacity, the "First Mortgagee") and the Secretary of Housing and Urban Development of Washington, D.C., acting by and through the Federal Housing Commissioner (the "Secretary"), as insurer of the First Mortgage (as defined herein):
- (a) that certain Mortgage, dated as of December 1, 2002, executed and delivered by the Land Trustee to the First Mortgagee, which is to be

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recorded against the Property in the Official Records prior to recordation of the Mortgage (the "First Mortgage");

- (b) that certain Regulatory Agreement for Multifamily Housing Projects, dated as of December 1, 2002, by and among the Land Trustee, Beneficiary, and the Secretary, which is to be recorded against the Property in the Official Records prior to the recordation of the Mortgage (the "First Regulatory Agreement");
- (c) that certain Security Agreement (the "Land Trustee First Security Agreement"), dated as of December 1, 2002, by and among the Land Trustee, First Mortgagee and the Secretary, its successors and assigns as their interests may appear ("HUD"), and (ii) that certain Security Agreement (the "Beneficiary First Security Agreement"), dated as of December 1, 2002, by and among Beneficiary, the First Mortgagee and HUD;
- (d) those certain UCC Financing Statements (collectively, the "Land Trustee First UCC Financing Statements"), executed by the Land Trustee in favor of First Mortgagee and HUD and filed or recorded, as applicable, with the Secretary of State of Illinois and the Official Records, and (ii) those certain UCC Financing Statements (collectively, the "Beneficiary First UCC Financing Statements"), executed by Beneficiary in favor of the First Mortgagee and HUD and filed or recorded, as applicable, with the Secretary of State of Illinois and the Official Records; and
- (e) that certain Regulatory Agreement Nursing Home, dated as of December 1, 2002, by and between Lessee and the Commissioner, which is to be recorded against the Property in the Official Records prior to the recordation of the Mortgage (the "First Nursing Home Regulatory Agreement").

For purposes hereof, the First Mortgage, the First Regulatory Agreement, the First Land Trust Security Agreement, the First Beneficiary Security Agreement, the First Land Trustee UCC Financing Statements, the First Beneficiary UCC Financing Statements, the First Nursing Home Regulatory Agreement and the First Mortgage Note (as hereinafter defined) shall hereinafter be referred to collectively as the "First Mortgage Loan Documents". The First Mortgage Loan Documents are held by the First Mortgagee as security for the repayment of that certain Mortgage Note, dated as of December 1, 2002, executed by the Land Trustee in favor of the First Mortgagee in the original principal amount of Seven Million Ninety-Eight Thousand Five Hundred and No/100 Dollars

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(\$7,098,500.00) (the "First Note"). A default under any of the First Mortgage Loan Documents shall constitute a default under the Loan Documents and shall entitle the Second Mortgagee and/or HUD to exercise any of their rights and remedies thereunder. In addition, it is understood and agreed that the subordination of the rights and powers of the Owners and the Second Mortgagee as hereinabove provided shall inure to the benefit of the First Mortgagee, and its successors and assigns.

- R-3. **Superior Lien.** Notwithstanding anything contained in this Regulatory Agreement or the other Loan Documents to the contrary, it is understood and agreed that the Owners shall have the right to perfect and maintain a superior security interest in and to the mortgaged property, the personal property of the mortgaged property and all other related collateral pursuant to the First Mortgage Loan Documents.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date hereinabove written.

OWNERS:

SUBJECT TO THE EXCULPATORY PROVISIONS ATTACHED HERETO AND MADE A PART HEREOF

LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement, dated as of December 1, 1988, and known as Trust No. 107042-03

By: Nancy A. Caplin  
Name: NANCY A. CAPLIN  
Title: Assistant Vice President

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**PRINCETON ASSOCIATES LIMITED PARTNERSHIP**, an Illinois limited partnership

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

*Joan Carl*  
Joan Carl, General Partner

**SECRETARY:**

**SECRETARY OF HOUSING AND URBAN DEVELOPMENT ACTING BY AND THROUGH THE FEDERAL HOUSING COMMISSIONER**

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

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

Its: Authorized Agent

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**EXCULPATORY PROVISIONS FOR  
PRINCETON NURSING CENTER  
FEDERAL HOUSING ADMINISTRATION PROJECT NO. 071-15026**

This document is executed by LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement, dated as of December 1, 1988, and known as Trust No. 107042-03 in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in this document contained shall be construed as creating any monetary liability on said Trustee personally, to pay any indebtedness occurring thereunder, or any personal monetary liability on said Trustee with respect to the performance of any warranty or covenant, either expressed or implied, in said document (all such personal liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or security thereunder) except that the said Trustee shall be liable for funds or property of the project coming into its hands, which by the Regulatory Amendment for Multifamily Housing Projects, it is not entitled to retain.

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