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EXECUTION DRAFT: 12/29/93

This document prepared by
and when recorded return to:

Cynthia Shawamreh
Office of Corporation Counsel
Room 511
121 North LaSalle Street
Chicago, Illinois 60602

REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT entered into and effective as of this 30th day of December, 1993 (this "Regulatory Agreement"), by and among the City of Chicago, Illinois (the "City"), an Illinois municipal corporation, by and through its Department of Housing ("DOH"), with offices at 318 South Michigan Avenue, Chicago, Illinois 60604 and Courtway Commons Limited Partnership, an Illinois limited partnership, having its offices at 5100 West Harrison Street, Chicago, Illinois 60644 (the "Partnership"), and American National Bank and Trust Company of Chicago, not personally but solely as trustee under that certain trust agreement dated April 21, 1992 and known as Trust No. 115420-08 (the "Trustee") (the Partnership and the Trustee hereinafter sometimes are referred to collectively as the "Borrower").

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W I T N E S S E T H

WHEREAS, DOH is an executive department of the City established pursuant to Title 2 of the Municipal Code of Chicago, Chapter 2-44, Section 2-44-010, which supervises and coordinates the formulation and execution of projects and programs creating safe, decent and affordable housing for residents of the City; and

WHEREAS, the City has received an allocation of $40,300,000 of HOME Investment Partnership Program ("HOME Program") grant funds for federal fiscal year 1992 and an allocation of $26,673,000.00 of Home Program grant funds for the fiscal year 1993, pursuant to the Cranston-Gonzalez National Affordable Housing Act 42 U.S.C. Section 12701 et seq., as amended, supplemented and restated from time to time, which authorizes the United States Department of Housing and Urban Development to make funds available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, through, among other things, acquisition, new construction, reconstruction and moderate and substantial rehabilitation; and

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WHEREAS, the City has received an allocation of Community Development Block Grant funds under Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §5301 et seq., as from time to time amended, supplemented and restated, which created the Community Development Block Grant ("CDBG") program; and

WHEREAS, the City has programmed $7,060,000 of CDBG funds for its Multi-Family Loan Program in Program Year XIX ("Multi-Family Program"), wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas; and

WHEREAS, the City intends to loan Six Million Five Hundred Four Thousand Six Hundred Twenty-Eight and 00/100 Dollars ($6,504,628.00) (hereinafter referred to as the "Loan") to the Borrower, consisting of Four Million Two Hundred Thirty-Nine Thousand One Hundred Forty-Three and 00/100 Dollars ($4,239,143.00) of HOME Program funds and One Hundred Fifteen Thousand Seventy-Six and 00/100 Dollars ($115,076.00) of Multi-Family Program funds and Two Million One Hundred Fifty Thousand Four Hundred Nine and 00/100 Dollars ($2,150,409.00) of corporate funds of the City (which corporate funds shall qualify as a "matching contribution" within the meaning of 24 C.F.R. Section 92.219) (the "Corporate Funds), for the purposes set forth below, and has requested that DOH administer the Loan; and

WHEREAS, the Borrower will utilize the Loan proceeds to acquire and rehabilitate eight (8) buildings located at 4815-25 W. Monroe, 4950-58 W. Madison, 5100-04 W. Madison, 52-62 N. Parkside, 5556-64 W.Jackson, 4834 W. Adams, 4838-46 W. Adams and 4850 W. Adams, Chicago, Illinois 60644 into 161 multi-family residential dwelling units (collectively, the "Project"), wherein one-, two- three- and four-bedroom units shall be occupied by individuals, groups of unrelated individuals or families qualifying as Low-Income Families (as hereinafter defined); and

WHEREAS, as a specific condition precedent to the Borrower receiving the Loan, the Borrower has agreed to execute this Regulatory Agreement with the City governing the use of the Project;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Borrower and the City each agree as follows:

SECTION 1 DEFINITIONS AND INTERPRETATIONS.

The following terms shall have the respective meaning assigned to them in this Section 1 unless the context in which they are used clearly requires otherwise:

"Affirmative Marketing Plan" shall mean the affirmative marketing plan submitted by the Borrower and approved by DOH, identifying those racial, ethnic and gender groups least likely to apply for housing in the Low-Income Project, and specifying the commercial media, community contacts and other means to be used to attract such groups to the Low-Income Project.

"Affordable Rent" shall mean the rent amounts determined by the City for rental housing pursuant to 24 C.F.R. Section 570.208(a)(3), as may be adjusted for unit size.

"Annual Report" shall mean the report from the Borrower in substantially the form set forth in Exhibit E attached hereto and hereby made a part hereof, as the same may be amended from time to time.

"Associated Person" shall mean any Person that includes the Borrower or those with whom the Borrower has or had family or business ties.

"Borrower" shall mean, initially, the Partnership and the Trustee, collectively as aforesaid, and at any subsequent time of reference, the Person or Persons, if any, who shall succeed to the legal or beneficial ownership of all or any part of the Project.

"Business Day" shall mean a day on which banks in the City of Chicago, Illinois are not authorized or required to remain closed and which shall not be a public holiday under the laws of the State or any ordinance or resolution of the City of Chicago, Illinois.

"CDBG" shall mean the Community Development Block Grant program created under the CDBG Act.

"CDBG Act" shall mean the Housing and Community Development Act of 1974, 42 U.S.C. Section 5301 et seq.

"CDBG Funds" shall mean Community Development Block Grant funds awarded by HUD under the CDBG Act.

"City" shall mean the City of Chicago, Illinois, an Illinois municipal corporation, and its successors and assigns.

"Completion Date" shall mean the date as of which the necessary title transfer requirements and rehabilitation work have been performed and the Project in HUD's judgment complies with the requirements of the HOME Regulations (including meeting

the Section 8 Housing Quality Standards for Existing Housing set forth in 24 C.F.R. Section 882.109), and as of which the final disbursement of Loan proceeds derived from HOME Funds for the Project shall have been made, and as of which a project completion report has been submitted and processed in the cash and management information system prescribed by HUD.

"Debarment Certification" shall mean the certificate in substantially the form set forth in Exhibit E attached hereto and hereby made a part hereof, as the same may be amended from time to time.

"DOH" shall mean the Department of Housing of the City, and any successor to said Department.

"Eligible Costs" shall mean those costs (a) for which HOME Funds may be used to pay as described in 24 C.F.R. Section 92.206, and (b) for which CDBG Funds may be used to pay pursuant to 24 C.F.R. Sections 570.200-570.208.

"Family" shall have the meaning assigned to such term in 24 C.F.R. Section 812.2.

"First Reporting Date" shall mean the first April 1 following completion of rehabilitation of the Project.

"HOME Funds" shall mean the HOME Program funds awarded by HUD to the City under the National Affordable Housing Act.

"HOME Program" shall mean the HOME Program created under the National Affordable Housing Act.

"HOME Regulations" shall mean 24 C.F.R. Part 92, and such additional regulations, orders, rulings, interpretations and directives for the HOME Program as may be promulgated or issued by HUD from time to time.

"HUD" shall mean the U.S. Department of Housing and Urban Development.

"HUD Restrictions Termination Date" shall mean the tenth anniversary of the Completion Date.

"Income Computation Certificate" shall mean the certificate in substantially the form set forth in Exhibit C attached hereto and hereby made a part hereof, as the same may be amended from time to time.

"Last Reporting Date" shall mean the first April 1 following the end of the Project Term.

"Loan" shall mean a loan by the City to the Borrower in the principal amount of Six Million Five Hundred Four Thousand Six Hundred Twenty-Eight and 00/100 Dollars ($6,504,628.00) for financing a portion of the costs of the Project.

"Loan Agreement" shall mean the Housing Loan Agreement, of even date herewith, between the City and the Borrower with respect to the Loan, as hereafter amended, supplemented and restated from time to time.

"Loan Documents" shall have the meaning given to such term in the Loan Agreement.

"Low-Income Families" shall mean and include Families whose annual income does not exceed 80% of the Chicago-area median income for the area adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD. Notwithstanding the foregoing, HUD may establish an income ceiling that is lower than 80% of the Chicago-area median income in accordance with 24 C.F.R. Section 92.252, and thereafter such income limit shall apply to this definition.

"Low-Income Project" shall mean the 161 dwelling units in the Project financed with HOME Funds, CDBG Funds and Corporate Funds and required to be occupied by Low-Income Families.

"Mortgage" shall mean that certain Junior Mortgage and Security Agreement of even date herewith from the Borrower to the City, as hereafter supplemented, amended and restated from time to time.

"Multi-Family Program" shall mean the Multi-Family Loan Program of DOH.

"National Affordable Housing Act" shall mean the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701 et seq.

"Persons" shall mean natural persons, firms, partnerships, associations, corporations, trusts and public bodies.

"Project" shall mean one or more buildings within a four-block area in the City together with the site or sites on which the building or buildings are located (as legally described on Exhibit A hereto).

"Project Term" shall mean the number of years during which the Project must comply with this Regulatory Agreement. The Project Term shall begin on the date hereof and shall continue, except as provided in Sections 2.18, 2.19 and 6.2 hereof, through and including the later of (a) the date of repayment in full of the Loan and all other amounts due to the City under the Loan Documents, or (b) the HUD Restrictions Termination Date.

"Regulatory Agreement" shall mean this Regulatory Agreement, as supplemented, amended and restated from time to time.

"Senior Lender" shall mean Community Investment Corporation, an Illinois not-for-profit corporation, with offices located at 600 S. Federal St., Suite 300, Chicago, Illinois 60605, and its successors and assigns.

"Senior Loan" shall mean a loan by the Senior Lender to the Borrower in the principal amount of Three Million Two Hundred Twenty-Five Thousand and 00/100 Dollars ($3,225,000.00) for financing a portion of the costs of the Project.

"Senior Mortgage" shall mean that certain Construction Loan Mortgage and Security Agreement with Collateral Assignment of Leases and Rents [Nonrecourse] dated as of November 1, 1993 together with that certain Mortgage Loan Rider dated as of November 1, 1993 executed by the Trustee in favor of the Senior Lender and securing repayment of the Senior Loan.

"State" shall mean the State of Illinois.

"Transfer" shall have the meaning given to such term in Section 6.2(a) hereof.

"Utilities" shall mean the monthly allowance for any utilities and services (excluding telephone) to be paid by the tenant.

"Very Low-Income Family" shall mean any Low-Income Family whose annual income does not exceed 50% of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD. Notwithstanding the foregoing, HUD may establish an income ceiling that is higher or lower than 50% of the Chicago-area median income in accordance with 24 C.F.R. Section 92.252, and thereafter such income ceiling shall apply to this definition (provided, however, that such income ceiling shall apply only if it shall not exceed 80% of the Chicago-area median income, adjusted for Family size, as such median income is determined from time to time by HUD).

Capitalized terms used herein and not otherwise defined herein shall have the same meanings given such terms in the Loan Agreement.

SECTION 2 BORROWER'S COVENANTS.

The Borrower hereby represents, warrants, covenants and agrees as follows:

2.1 Attached hereto as Exhibit B and hereby made a part hereof is a description of the use of the Loan proceeds, including the tasks to be performed, a Construction Schedule and

a Project Budget. The Borrower shall use the Loan proceeds solely for Eligible Costs in connection with the Project. No Loan proceeds shall be used for activities described in 24 C.F.R. Section 92.214 or for costs described in 24 C.F.R. Section 570.207. The Project shall be acquired, constructed and rehabilitated in accordance with the Construction Schedule, the Project Budget and any Change Orders hereafter approved by the City.

2.2 The census tract locations of the Project are 2518, 2520, 2521 and 2522. The Project shall be acquired, constructed and rehabilitated for the purpose of providing residential rental property and the Borrower shall own, manage and operate the Project as residential rental units and facilities functionally related and incidental thereto. With the exception of approximately 4,212 square feet of space contained within the buildings comprising part of the Project located at 4950-58 W. Madison, Chicago, Illinois and 5100-04 W. Madison, Chicago, Illinois, the Project is not designed in part for uses other than residential use, as defined in 24 C.F.R. Section 92.256. [92.256; 92.508(a)(2)(ii)]

2.3 None of the units in the Low-Income Project shall at any time be used on a transient basis, and neither the Low-Income Project nor any portion thereof shall ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court.

2.4 (a) The Project shall consist of the following unit configuration:

Number of Bedrooms	Number of Units
Studios	0
One Bedroom	20
Two Bedroom	57
Three Bedroom	66
Four + Bedroom	18

(b) The Low-Income Project shall consist of the following unit configuration for Low-Income Family households:

Number of Bedrooms	Number of Units
Studios	0
One Bedroom	20
Two Bedroom	57
Three Bedroom	66
Four + Bedroom	18

(c) The portion of the Loan derived from HOME Funds (i.e., $4,239,143.00) divided by the total number of units in the Low-Income Project (i.e., 161) equals $26,330.08 per each such unit, which is greater than the minimum per-unit requirement of 24 C.F.R. Section 92.205 (i.e., $1,000 per unit).

(d) The product of the total number of units in the Low-Income Project multiplied by the applicable maximum per-unit subsidy provided in 24 C.F.R. Section 92.250 (i.e., $17,650,971.00), as shown below, is greater than the portion of the Loan derived from HOME Funds (i.e., $4,239,143.00):

No. of Bedrooms	No. of Units	Maximum Subsidy	Product
Studios	0	$ 68,676	$ 0
One Bedroom	20	78,723	1,574,460
Two Bedroom	57	95,727	5,456,439
Three Bedroom	66	123,837	8,173,242
Four + Bedroom	18	135,935	2,446,830
		TOTAL:	17,650,971

2.5 Subject to Sections 2.8 and 2.10 hereof, all of the units in the Low-Income Project shall be occupied only by households who are Low-Income Families. [§92.252 (a)(3)]

2.6 Subject to Section 2.9(b) hereof, the rents for all the units in the Low-Income Project shall not exceed the lesser of (a) the fair market rent for comparable units in the area as established by HUD under 24 C.F.R. Section 888.111, less Utilities or (b) 30% of the adjusted income of a Family whose gross income equals 60% of the median income for the Chicago area, with adjustment for the number of bedrooms in the unit (as determined by HUD), as such adjusted income and Chicago-area median income are determined from time to time by HUD, less Utilities. Notwithstanding the foregoing, the City may establish an income ceiling higher or lower than 60% of the median income for the Chicago area (which shall not in any event exceed the maximum income ceiling permitted under the HOME Regulations), and thereafter such income ceiling shall apply. [§92.252(a)(1)]

2.7 Subject to Section 2.9(b) hereof, a minimum of 20% of the units in the Low-Income Project shall be either (a) occupied by Very Low-Income Families who pay a maximum of 30% of the Family's monthly adjusted income, as determined by HUD, for rent (excluding any federal or state rental subsidy provided on behalf of the Family) less Utilities; or (b) occupied by Very Low-Income Families and bearing rents not greater than 30% of the gross income of a Family whose income equals 50% of the median income for the Chicago area, adjusted for Family size, and as such monthly adjusted income and Chicago-area median income are determined from time to time by HUD, less Utilities (provided, however, that HUD may establish an income ceiling higher or lower than 50% of the median income for the Chicago area in accordance

with 24 C.F.R. Section 92.252, and thereafter such income ceiling shall apply). [§92.252(a)(2)]

2.8 Sections 2.5 and 2.7 shall be deemed satisfied, despite a temporary noncompliance therewith, if the noncompliance is caused by increases in the incomes of existing tenants and if actions satisfactory to HUD are being taken to ensure that all vacancies are filled in accordance with this Regulatory Agreement until the noncompliance is corrected. [§92.252(c)]

2.9 (a) The rents described in Sections 2.6 and 2.7 as prepared by the Borrower shall be subject to review and approval by DOH annually. The amount(s) proposed by the Borrower as Utilities shall also be subject to the annual review and approval of DOH. [§92.252(b)]

(b) The rent charged each month for any unit in the Low-Income Project shall not exceed at any time the Affordable Rent for such unit.

2.10 100% of the units in the Low-Income Project shall initially be occupied by Families whose adjusted annual incomes at initial occupancy do not exceed 60% of the median Family income for the Chicago area as determined by HUD, adjusted for family size. Notwithstanding the foregoing, HUD may establish an income ceiling higher or lower than 60% of the median income for the Chicago area in accordance with 24 C.F.R. Section 92.216, and thereafter such income ceiling shall apply, but only if such income ceiling shall not exceed 80% of the Chicago-area median income, adjusted for Family size, as such median income is determined from time to time by HUD. [§92.216]

2.11 The Borrower shall not refuse to lease any unit in the Low-Income Project to a holder of a certificate of family participation under 24 C.F.R. Part 882, or of a rental voucher under 24 C.F.R. Part 887, or to a holder of a comparable document evidencing participation in a HOME Program tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher, or comparable HOME Program tenant-based assistance document. [§92.252(a)(4)]

2.12 All tenant leases shall be written, shall be in conformity with all applicable laws, including without limitation the City of Chicago Residential Landlord and Tenant Ordinance, as the same has been or may be amended, and the HOME Regulations and shall contain clauses, inter alia, wherein each individual lessee: (i) certifies the accuracy of the statements made in the Income Computation Certificate and (ii) agrees that the Family income and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy, that he/she will comply with all requests for information with respect thereto from the Borrower, the City or HUD, and that the failure to provide accurate information in the Income Computation

Certificate or refusal to comply with a request for information with respect thereto shall be deemed a substantial violation of an obligation of his/her tenancy.

2.13 All leases for the Low-Income Project shall be for a period of not less than one year, unless by mutual agreement of the tenant and the Borrower. Notwithstanding the foregoing, rents will not be set more than one year in advance. Leases for units in the Low-Income Project shall not contain any of the following provisions:

(a) agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease;

(b) agreement by the tenant that the Borrower may take, hold or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties (this prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit; the Borrower may dispose of this personal property in accordance with applicable local and State law);

(c) agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent;

(d) agreement by the tenant that the Borrower may institute a lawsuit without notice to the tenant;

(e) agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties;

(f) agreement by the tenant to waive any right to a trial by jury;

(g) agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; or

(h) agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant (provided, however, that the tenant may be obligated to pay costs if the tenant loses). [§92.253 (a) and (b)]

2.14 With the exception of tenant leases identified as "Permitted Exceptions" under the Loan Agreement that shall be

terminated prior to the completion of the Project, the Borrower shall not terminate the tenancy or refuse to renew the lease of a tenant of the Low-Income Project except for serious or repeated violation of the terms and conditions of the lease, for violation of applicable federal, State or local law, or for other good cause. Any refusal to renew shall be preceded by not less than 30 days by the Borrower's service upon the tenant of a written notice specifying the grounds for the action. For each tenant of the Low-Income Project whose tenancy is to be terminated, the Borrower shall provide a written notice specifying the grounds for termination to such tenant and shall not cause any such tenant to be evicted less than 30 days after receipt by the tenant of such written notice. [§92.253(c)]

2.15 Any increase in rents on the Low-Income Project shall be subject to the provisions of outstanding leases. Where the leases allow an increase in rent, the Borrower shall provide tenants with not less than 30 days' prior written notice before implementing any increase in rents. [§92.252(b)]

2.16 All tenant lists, applications and waiting lists relating to the Low-Income Project shall at all times be kept separate and identifiable from any other business of the Borrower which is unrelated to the Low-Income Project, shall be maintained, as required by the City, in a reasonable condition for proper audit and shall be subject to examination during business hours by representatives of the City. If the Borrower employs a management agent for the Project, the Borrower shall require such agent to comply with the requirements of this Regulatory Agreement and shall include such requirements in any and all management agreements or contracts entered into with respect to the Project.

2.17 The Borrower shall permit and shall cause any management agent for the Project to permit, during normal business hours and upon reasonable notice, any duly authorized representative of the City or HUD to inspect any books and records of the Borrower or such agent regarding the Project with respect to the incomes of Low-Income Families residing as tenants in the Low-Income Project or which pertain to compliance with the provisions of this Regulatory Agreement or the HOME Regulations. The Borrower shall permit, and shall cause any management agent for the Project to permit, the City, HUD and/or their agents to inspect the Project at all reasonable times and access thereto shall be permitted for that purpose.

2.18 The Borrower shall obtain and maintain on file during the Project Term a sworn and notarized Income Computation Certificate with respect to each and every individual, group of unrelated individuals or Family who is intended to be a tenant in the Low-Income Project, signed by the tenant or tenants (i.e., the individual or individuals whose name or names appear on the lease) and obtained by the Borrower (a) prior to such tenant or tenants occupying the unit or signing a lease with respect

thereto, and (b) thereafter at least annually so long as such individual, individuals or Family remain as tenants in the Low-Income Project. Each Income Computation Certificate shall be kept on file with the Borrower until three years after the Project Term; this covenant shall survive beyond the end of the Project Term. The Borrower shall assist each of the tenants in the Low-Income Project in completing the Income Computation Certificate by referring to the instructions on Exhibit D attached hereto and hereby made a part hereof. [§92.508(c)(3)]

2.19 The Borrower agrees that it will take any and all actions required by the City to substantiate the Borrower's compliance with the restrictions set forth herein, including, but not limited to, submitting to the City an annual certification executed by the Borrower, commencing on the First Reporting Date and on each April 1 thereafter through and including the Last Reporting Date. This covenant shall survive beyond the end of the Project Term.

2.20 The Borrower shall provide to the City a tenant profile for each Low-Income Family for each unit in the Low-Income Project within 60 days after such unit is leased to such Low-Income Family. For each unit in the Low-Income Project, promptly after the first leasing of such unit after the Completion Date, the Borrower shall provide the City, unless prohibited by law, with data on the racial, ethnic, gender and income-level characteristics of (a) the tenants, if any, occupying such unit before rehabilitation, (b) the tenants moving into such unit initially after completion of rehabilitation of the Project, and (c) the applicants for tenancy of such unit within 90 days following the Completion Date. For each subsequent leasing of the unit, the Borrower shall provide the City, unless prohibited by law, with data on the racial, ethnic, gender and income-level characteristics of each tenant moving into the unit. [§92.508(a)(5)(A)]

2.21 The Borrower shall notify the City of the occurrence of any event of which the Borrower has notice and which event would violate any of the provisions of this Regulatory Agreement.

2.22 At least 51% of the rentable floor space of the Project shall be used for residential rental purposes. Each building within the Project shall contain residential living space and one or more units which comply with the requirements of (i) Section 2.6 or 2.7, and (ii) Section 2.5 hereof. [§92.256,92.255]

2.23 For every unit in the Low-Income Project (other than a unit occupied by a Family receiving housing assistance provided by a public housing agency or tenant-based rental assistance provided with HOME Funds), the Borrower shall comply with affirmative marketing requirements established by DOH from time to time, including the following:

(a) based on the Affirmative Marketing Plan, advertise in pre-identified commercial media, contact pre-identified churches, community groups and other agencies, and undertake other means to inform targeted groups of the availability of such units in the Low-Income Project;

(b) display conspicuously HUD's fair housing poster wherever rentals and showings of such units take place;

(c) provide DOH upon request with an annual report describing the Borrower's affirmative marketing activities with respect to the Low-Income Project, including a description of the Borrower's outreach efforts (including copies of all advertisements and brochures) and, unless prohibited by law, a record of the racial/ethnic/gender characteristics of all individuals who look at units in the Low-Income Project, those who apply for leases for such units, and those who actually sign such leases; and

(d) maintain records of affirmative marketing efforts with respect to the leasing or re-leasing of each such unit to be made available for review by DOH for a period equal to the Project Term.

2.24 The Borrower has submitted to the City a tenant selection plan containing policies and criteria that: (a) are consistent with the purpose of providing housing for Very Low-Income Families and Low-Income Families, (b) are reasonably related to HOME Program eligibility and the applicants' ability to perform the obligations of the lease, (c) give reasonable consideration to the housing needs of Families that would have a preference under 24 C.F.R. Section 960.211, and (d) provide for (1) the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable, and (2) the prompt notification in writing to any rejected applicant of the grounds for any rejection. [§92.253(e)]

2.25 No Person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination in connection with the Project. In addition, the Borrower shall cause the Project to comply at all times with the Chicago Fair Housing Ordinance, Section 5-8-010 et seq. of the Municipal Code of Chicago.

2.26 The Borrower hereby acknowledges and affirms that it has reviewed the provisions of, and that the Project shall during the Project Term be in compliance with, each of the following: (a) the requirements of the Fair Housing Act (42 U.S.C. §3601 et

seq.) and implementing regulations at 24 C.F.R. Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 C.F.R., 1958-1963 Comp., p. 652 and 3 C.F.R., 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 C.F.R. Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 C.F.R. Part 1; (b) the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.) and the implementing regulations at 24 C.F.R. Part 146; (c) the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and implementing regulations at 24 C.F.R. Part 9; (d) the requirements of Executive Order 11246 (3 C.F.R., 1964-65 Comp., p. 339) (Equal Employment Opportunity), and the implementing regulations issued at 41 C.F.R. Chapter 60; (e) the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) as described in Section 2.27 hereof; and (f) the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and Executive Order 12138 (concerning Women's Business Enterprise). [§92.350]

2.27 During the Project Term, the Project shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u), that: (a) to the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of the Project be given to low-income individuals residing within the City, and (b) to the greatest extent feasible, contracts for work to be performed in connection with the Project be awarded to business concerns, including but not limited to individuals or firms doing business in the fields of planning, consulting, design, architecture, building construction, rehabilitation, maintenance or repair, which are located in or owned in substantial part by individuals residing in the City.

2.28 The Borrower shall take all reasonable steps to minimize the displacement of Families, individuals, businesses, not-for-profit organizations and farms (herein for the purposes of this paragraph collectively called "People") as a result of the Project. If displacement of People does occur as a result of the Project, the Borrower shall comply with the requirements of 24 C.F.R. Section 92.353 and 24 C.F.R. Section 570.606, with respect to, among other things, temporary and permanent relocation of displaced People. The Borrower shall provide or cause all "displaced persons" (as defined in 24 C.F.R. Section 92.353(c)(2) and 24 C.F.R. Section 570.606) to be provided with relocation assistance as required under 24 C.F.R. Section 570.606 and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), 42 U.S.C. Section 4601 et seq., and 49 C.F.R. Part 24, and shall cause all such "displaced persons" to be advised of their rights under the Fair Housing Act, 40 U.S.C. Section 3601 et seq. [§92.353]

2.29 The acquisition of the real property on which the Project is located is subject to the requirements of the URA and the requirements of 49 C.F.R. Part 24, Subpart B. [§92.353(f)]

2.30 The Project shall constitute HUD-associated housing for purposes of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4821 et seq.), and comply with the requirements thereof and of 24 C.F.R. Part 35 and 24 C.F.R. Section 570.608, including without limitation the requirements of notice to tenants, prohibition of the use of lead-based paint and for the elimination of the hazards of lead-based paint. Any lead-based paint and defective paint debris shall be disposed of in accordance with applicable federal, State or local requirements. [§92.355]

2.31 The Borrower has not executed and shall not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

2.32 Any contracts for the rehabilitation or construction of the Project shall contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act, 40 U.S.C. Section 276a-5 (the "Davis-Bacon Act"), will be paid to all laborers and mechanics employed in the construction or rehabilitation of the Project. All such contracts shall also be subject to the Contract Work Hours and Safety Standards Act, 40 U.S.C. Sections 327-332, the regulations promulgated in connection therewith and with the Davis-Bacon Act, and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. Notwithstanding the foregoing, the requirement of this Section with respect to the payment of prevailing wages shall not apply to (a) an individual who receives no compensation or is paid expenses, reasonable benefits or a nominal fee to perform the services for which the individual volunteered and who is not otherwise employed in the construction or rehabilitation work on the Project and (b) members of an eligible Family who provide labor in lieu of, or as a supplement to, rent payments; provided that such individual or Family members qualify as "volunteers" under 24 C.F.R. Part 70. [§92.354]

2.33 Following rehabilitation and throughout the Project Term, the Borrower shall keep the Project in compliance with the housing quality standards in 24 C.F.R. Section 882.109, the Multi-Unit Rehabilitation Construction Guidelines of DOH and all other applicable local codes, rehabilitation standards, ordinances and zoning ordinances. [§92.251]

2.34 Following substantial rehabilitation and throughout the Project Term, the Project must meet the cost-effective energy conservation and effectiveness standards in 24 C.F.R. Part 39. [§92.251]

2.35 The Borrower shall obtain and maintain flood insurance for the Project if the Project is located in an area which is identified by the Federal Emergency Management Agency as having special flood hazards. [§92.358]

2.36 The Borrower shall not request disbursement of HOME Funds until the HOME Funds are needed to pay for Eligible Costs of the Project. The amount of each such request shall not exceed the amount needed. [§92.504(c)(10)]

2.37 The Borrower is not a primarily religious organization nor is it controlled by a primarily religious organization and the Project will be used solely for secular purposes. [§92.257]

2.38 No person who is an employee, agent, consultant, officer or elected or appointed official of the City (and no person who was an employee, agent, consultant, officer or elected or appointed official within one year prior to the date hereof) and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME Funds or who is or was in a position to participate in a decision-making process or gain inside information with regard to such activities, has obtained, is obtaining or will obtain a financial interest or benefit from the Project, or has or will have any interest in any contract, subcontract or agreement with respect to the Project, or the proceeds thereunder, either for himself or for those with whom he has family or business ties. [§92.356]

2.39 Except as otherwise disclosed to the City in writing, all of the statements, representations and warranties of the Borrower contained in the Borrower's application for the Loan and any other document submitted by the Borrower to the City in connection with the Project remain true and in effect as of the date hereof.

2.40 The Borrower has executed and delivered to the City as of the date of the closing of the Loan a Debarment Certification.

2.41 The Borrower has received from the Illinois Housing Development Authority an allocation of low-income housing tax credits in the amount of $830,819.00 for the Project pursuant to Section 42 of the Internal Revenue Code of 1986.

SECTION 3 AGREEMENT TO PROVIDE LOAN, START CONSTRUCTION; COMPLETION DATE.

3.1 The City agrees to provide the Loan to the Borrower in accordance with the terms and conditions of the Loan Agreement, for the purposes described on Exhibit B hereto. The Borrower agrees to start construction on the Project within six months from the date hereof.

3.2 The City agrees to provide, upon the written request of the Borrower, a certification, in a form eligible for recordation in the conveyance and real property records of the county in which the Project is located, identifying the Completion Date promptly after such date. The Borrower shall pay all expenses of recordation of such certificate.

SECTION 4 RELIANCE.

The City and the Borrower hereby recognize and agree that the representations and covenants set forth herein made by the City and the Borrower, respectively, may be relied upon by the Borrower and the City, respectively. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Borrower and Low-Income Families and upon audits of the books and records of the Borrower pertaining to occupancy of the Project. In addition, the City may consult with counsel and the opinion of such counsel shall be evidence that such action or failure to act by the City was in good faith and in conformity with such opinion. The City and the Borrower agree that it is the Borrower's responsibility to determine that each potential tenant in the Low-Income Project qualifies as a Low-Income Family, and that in making each such determination, the Borrower shall exercise due diligence.

SECTION 5 SALE OR TRANSFER OF THE PROJECT.

The Borrower hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project, or any portion thereof (including, without limitation, a transfer by assignment of any beneficial interest under a land trust), or to violate any provision of the Mortgage relating to prohibitions on sales or transfers of the Project or any interest therein (whether or not the Mortgage remains of record), at any time during the Project Term, except as expressly permitted by the City. The Borrower hereby agrees and covenants that no portion of any building to which this Regulatory Agreement applies shall be transferred to any Person unless all of such building is transferred to such Person. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this Section 5 shall be null, void and without effect, shall cause a reversion of title to the Borrower or any successor or assignee of the Borrower last permitted by the City, and shall be ineffective to relieve the Borrower or such successor or assignee, as applicable, of its obligations hereunder.

SECTION 6 TERM.

6.1 This Regulatory Agreement shall become effective as of the date hereof. Subject to Sections 2.18, 2.19 and 6.2 hereof, this Regulatory Agreement shall remain in full force and effect for a term equal to the Project Term, it being expressly agreed and understood that the provisions hereof are intended to survive throughout the Project Term.

6.2 (a) Subject to the terms of Sections 2.18 and 6.2(b) hereof and on or before the HUD Restrictions Termination Date, the terms and provisions of this Regulatory Agreement shall be suspended upon a transfer of the Project (i) pursuant to the foreclosure of the Senior Mortgage (or, if the City so elects, of the Mortgage), or (ii) by an instrument in lieu of foreclosure of the Senior Mortgage (or, if the City so elects, of the Mortgage); but only if such transfer (1) recognizes any contractual or legal rights of public agencies, nonprofit sponsors or others to take actions that would avoid termination of low-income affordability of the Project, and (2) is not for the purpose of avoiding low-income affordability restrictions pertaining to the Project, as determined by HUD. Such a transfer of the Project is hereinafter referred to as a "Transfer."

(b) If at any time following the occurrence of a Transfer but not later than the HUD Restrictions Termination Date, the Borrower or any Associated Person obtains an ownership interest in the Project, the terms and provisions of this Regulatory Agreement shall no longer be suspended.

(c) Notwithstanding anything herein to the contrary, but subject to the provisions of Section 2.18 hereof, the terms and conditions of this Regulatory Agreement shall cease and terminate as of the HUD Restrictions Termination Date upon a transfer prior to such date of the Project (i) pursuant to the foreclosure of the Senior Mortgage (or, if the City so elects, of the Mortgage), or (ii) by an instrument in lieu of foreclosure of the Senior Mortgage (or, if the City so elects, of the Mortgage). If any such transfer enumerated in subsections (i) or (ii) hereof shall occur on or after the HUD Restrictions Termination Date, the terms and conditions of this Regulatory Agreement shall automatically terminate as of the date of such transfer.

SECTION 7 ENFORCEMENT.

7.1 If a violation of any of the foregoing representations or covenants occurs or is attempted, and such occurrence or attempt is uncorrected for a period of 60 days or more (provided, however, that such 60-day period shall be extended to 90 days upon written request from the Borrower to the City delivered during such 60-day period if any such violation cannot reasonably be cured within such 60-day period and if Borrower shall have commenced to cure such violation within said 60-day period and

shall thereafter continue diligently to effect such cure), the City and its successors and assigns, without regard to whether the City or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by the Borrower of its obligations hereunder, or may declare an event of default under the Loan Documents and exercise its rights thereunder, including without limitation foreclosure under the Mortgage. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recovery for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time.

7.2 The Borrower shall repay, as a recourse obligation of the Borrower, to the City upon demand the amount described in Section 3.07(d) of the Loan Agreement, as a repayment of the Loan, pursuant to the terms and conditions of Section 8.06(c) of the Loan Agreement. [§92.205(d), §92.503, §92.504(2)]

SECTION 8 RECORDING AND FILING.

The Borrower shall cause this Regulatory Agreement and all amendments and supplements hereto to be recorded and filed in the conveyance and real property records of the county in which the Project is located and in such other places as the City may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording. Upon receipt of the executed, recorded original of this Regulatory Agreement showing the date and recording number of record, the Borrower shall immediately transmit it to the City.

SECTION 9 COVENANTS TO RUN WITH THE LAND.

The Borrower hereby subjects the Project to the covenants, reservations and restrictions set forth in this Regulatory Agreement. The City and the Borrower hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall, throughout the Project Term, be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Borrower's successors in title to the Project throughout the Project Term. The Borrower hereby covenants to include the requirements and restrictions contained in this Regulatory Agreement in any documents transferring any interest in the Project to another Person in order that such transferee has notice of, and is bound by, such restrictions, and to obtain from any transferee the agreement to be bound by and comply with the requirements set forth in this Regulatory Agreement; provided however, that each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Project

or any portion thereof or interest therein (including, without limitation, any transfer of a beneficial interest in a land trust or a portion thereof) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

SECTION 10 GOVERNING LAW.

This Regulatory Agreement shall be construed in accordance with and governed by the laws of the State and, where applicable, the laws of the United States of America. In the event of any conflict between this Regulatory Agreement and the HOME Regulations, the requirements of the HOME Regulations shall control. In the event of any conflict between this Regulatory Agreement and the CDBG Act or the regulations thereunder, the CDBG Act or such regulations, as applicable, shall control.

SECTION 11 AMENDMENTS.

This Regulatory Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the county in which the Project is located. The Borrower hereby expressly agrees to enter into all amendments hereto which, in the opinion of the City, are reasonably necessary for maintaining compliance under the National Affordable Housing Act, the CDBG Act, the HOME Regulations and the regulations under the CDBG Act.

SECTION 12 NOTICE.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested.

IF TO CITY:

City of Chicago, Illinois
c/o Department of Housing
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Commissioner

WITH COPIES TO:

Department of Finance
City of Chicago
121 North LaSalle Street, Room 501
Chicago, Illinois 60602
Attention: Comptroller

and

Office of the Corporation Counsel

City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

IF TO BORROWER: Courtway Commons Limited Partnership
c/o City Lands Corporation
5100 West Harrison Street
Chicago, Illinois 60644

WITH COPIES TO: Jay Gilbert, Esq.
479 North Main Street
Suite 200
Glen Ellyn, Illinois 60137

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the Business Day immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (d) above shall be deemed received two Business Days following deposit in the mail.

SECTION 13 SEVERABILITY.

If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

SECTION 14 COUNTERPARTS.

This Regulatory Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same Regulatory Agreement.

SECTION 15 ANNUAL INSPECTIONS.

The Borrower agrees that the Project shall be subject to on-site inspections by the City, at least once a year, to determine compliance with housing codes, this Regulatory Agreement and the requirements of the HOME Regulations and the regulations under the CDBG Act.

SECTION 16 NO THIRD PARTY BENEFITS.

This Regulatory Agreement is made for the sole benefit of the City and the Borrower and their respective successors and assigns and, except as otherwise expressly provided herein, no

other party shall have any legal interest of any kind hereunder or by reason of this Regulatory Agreement. Whether or not the City elects to employ any or all of the rights, powers or remedies available to it hereunder, the City shall have no obligation or liability of any kind to any third party by reason of this Regulatory Agreement or any of the City's actions or omissions pursuant hereto or otherwise in connection herewith.

SECTION 17 REFERENCES TO STATUTES, ETC.

All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions or notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, notices and circulars.

SECTION 18 LAND TRUSTEE EXCULPATION. This Regulatory Agreement is executed by the Trustee, not personally but as Trustee as aforesaid in the exercise of power and authority conferred upon and vested in it as such Trustee and said Trustee hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on the Trustee personally to perform any covenant either express or implied herein. No personal liability shall be asserted or be enforceable against the Trustee by reason of the covenants, statements, representations or warranties contained in this instrument.

IN WITNESS WHEREOF, the City and the Borrower have executed this Regulatory Agreement by their duly authorized representatives, all as of the date first written hereinabove.

CITY OF CHICAGO, ILLINOIS, acting by and through its Department of Housing

By: Martin Cahill
Name: MARTIN CAHILL
Title: COMMISSIONER

COURTWAY COMMONS LIMITED PARTNERSHIP, an Illinois limited partnership

By: CITY LANDS CORPORATION, a Delaware corporation, its sole general partner

By: Linda Brace
Name: Linda Brace
Title: Development Officer

ATTEST:

By: Susan M. McLaughlin
Name: Susan M. McLaughlin
Title: Assistant Secretary

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

By: J. N. Wieland
Name: J. N. WIELAND
Title: VICE PRESIDENT

ATTEST:

By: Anita W. Lutkus
Name: Anita W. Lutkus
Title: ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Marina Carrott personally known to me to be the _____ Commissioner of the Department of Housing of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ Commissioner, (s)he signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of December, 1993.

"OFFICIAL SEAL"
JANE CONNIE McCLENDON
Notary Public, State of Illinois
My Commission Expires March 27, 1997

Jane Connie McClendon
Notary Public

(SEAL)

03078440

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Linda Brace and SUSAN M. MCCANN, personally known to me to be the Development Officer and Assistant Secretary, respectively, of City Lands Corporation, a Delaware corporation and sole general partner of Courtway Commons Limited Partnership, an Illinois limited partnership, and known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Development Officer and Assistant Secretary they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, and as their respective free and voluntary acts and deeds and as the free and voluntary act and deed of said corporation as general partner of said limited partnership for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30th day of December, 1993.

Jay Gilbert
Notary Public

(SEAL)

"OFFICIAL SEAL"
JAY GILBERT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. 3/12/96

03075440

0 3 0 7 [illegible]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that J. MICHAEL WHELAN and Anita M. Lutkus, personally known to me to be the VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of American National Bank and Trust Company of Chicago, a national banking association, and known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VICE PRESIDENT and ASSISTANT SECRETARY, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said national banking association, and as their respective free and voluntary acts and deeds and as the free and voluntary act and deed of said national banking association for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30 day of December, 1993.

Notary Public

"OFFICIAL SEAL"
DOROTHY THIEL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02/11/96

(SEAL)

03078440

EXHIBIT A

LEGAL DESCRIPTIONS

PARCEL 1:
LOTS 6, 7, 8, 9 AND 10 IN BLOCK 2 IN DAVIS' SUBDIVISION OF LOTS 2 AND 3 IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PROPERTY COMMONLY KNOWN AS: 4815-25 WEST MONROE STREET, CHICAGO, ILLINOIS 60644
PROPERTY TAX INDEX NUMBER: 16-16-205-028 VOLUME: 565

PARCEL 2:
LOTS 25, 26 AND 27 IN BLOCK 11 IN DERBY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 (EXCEPT 5 ACRES IN THE NORTHEAST CORNER THEREOF), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PROPERTY COMMONLY KNOWN AS: 4950-58 WEST MADISON STREET, CHICAGO, ILLINOIS 60644
PROPERTY TAX INDEX NUMBER: 16-09-427-019 VOLUME: 550

PARCEL 3:
THE WEST 1/2 OF LOT 77 IN C.M. HULL'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID PREMISES THE EAST 33 FEET THEREOF TAKEN FOR WIDENING EAST 51ST AVENUE), IN COOK COUNTY, ILLINOIS.
PROPERTY COMMONLY KNOWN AS: 5100-04 WEST MADISON STREET, CHICAGO, ILLINOIS 60644
PROPERTY TAX INDEX NUMBER: 16-09-425-039 VOLUME: 550

PARCEL 4:
LOTS 1 TO 4 BOTH INCLUSIVE AND LOT 5 (EXCEPT THE WEST 2 FEET THEREOF) IN BAILEY'S RESUBDIVISION OF LOTS 1 TO 6 BOTH INCLUSIVE AND LOTS 20 TO 25 BOTH INCLUSIVE IN BLOCK 5 IN HENRY WALLER'S SUBDIVISION OF THE SOUTH 43-3/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PROPERTY COMMONLY KNOWN AS: 52-62 NORTH PARKSIDE AVENUE, CHICAGO, ILLINOIS 60644
PROPERTY TAX INDEX NUMBER: 16-08-422-004 VOLUME: 548

PARCEL 5:
THE EAST 100 FEET OF LOT 14 IN F.A. HILL AND COMPANY'S COLUMBUS PARK TERRACE, BEING A SUBDIVISION OF LOTS 135, 149, 150 IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 33 FEET OF LOTS 135 AND 150 AND THE NORTH 33 FEET OF LOT 149 TAKEN FOR JACKSON BOULEVARD) IN COOK COUNTY, ILLINOIS.
PROPERTY COMMONLY KNOWN AS: 5556-64 WEST JACKSON BOULEVARD, CHICAGO, ILLINOIS 60644
PROPERTY TAX INDEX NUMBER: 16-16-109-022 VOLUME: 564

PARCEL 6:
THE WEST 55 FEET OF THE EAST 383 FEET OF BLOCK 4 (EXCEPT THE NORTH 8 FEET AND THE SOUTH 33 FEET THEREOF) IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PROPERTY COMMONLY KNOWN AS: 4834 WEST ADAMS STREET, CHICAGO, ILLINOIS 60644
PROPERTY TAX INDEX NUMBER: 16-16-205-052 VOLUME 565

PARCEL 7:
BLOCK 4 (EXCEPT THE EAST 383 FEET AND EXCEPT THE WEST 55 FEET THEREOF, ALSO EXCEPT THE NORTH 8 FEET THEREOF AND THE SOUTH 33 FEET THEREOF) IN THE SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PROPERTY COMMONLY KNOWN AS: 4838-46 WEST ADAMS STREET, CHICAGO, ILLINOIS 60644
PROPERTY TAX INDEX NUMBER: 16-16-205-051 VOLUME: 565

PARCEL 8:
THE WEST 55 FEET OF BLOCK 4 (EXCEPT THE NORTH 8 FEET AND THE SOUTH 33 FEET THEREOF) IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PROPERTY COMMONLY KNOWN AS: 4850 WEST ADAMS STREET, CHICAGO, ILLINOIS 60644
PROPERTY TAX INDEX NUMBER: 16-16-205-050 VOLUME: 565

EXHIBIT B

USE OF LOAN PROCEEDS

(EXHIBIT B FOLLOWS THIS PAGE)

[Include the following: description of the tasks to be performed, a schedule for completing the tasks and a project budget.]

Richard Hoffman Corp.

Courtway Commons

10/20/93

Project Construction Schedule

Week	1	5	9	13	17	21	25	29	33	37	41	45	49	53	57	61	65
	10/25	11/22	12/20	1/17	2/14	3/14	4/11	5/9	6/6	7/4	8/1	8/29	9/26	10/24	11/21	12/19	
5100 W. Madison					**********												
4815 W. Monroe	**********																
5645 W. Washington	**********																
4950 W. Madison					**********												
4834 W. Adams			**********														
5556 W. Jackson									**********								
4850 W. Adams			**********														
4838 W. Adams			**********														

5100 W. Madison	Start:	02-28-94	Completion:	07-15-94
4815 W. Monroe	Start:	10-25-93	Completion:	04-29-94
5645 W. Washington	Start:	10-25-93	Completion:	05-27-94
4950 W. Madison	Start:	02-28-94	Completion:	08-19-94
4834 W. Adams	Start:	12-01-94	Completion:	07-29-94
5556 W. Jackson	Start:	06-01-94	Completion:	12-23-94
4850 W. Adams	Start:	12-01-94	Completion:	07-29-94
4838 W. Adams	Start:	12-01-94	Completion:	07-29-94

Courtway Commons		2-28	3-7	3-14	3-21	3-28	4-4	4-11	4-18	4-25	5-2	5-9	5-16	5-23	5-30	6-6	6-13	6-20	6-27	7-4	7-11						
5100 W. Madison St.																											
Completion: 7-15-94	Wk#	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
18 Units	Days	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120	125	130
Temp. Fencing																											
Roofing	15																										
Demo/Cut/Patch	30																										
Temp Doors	2																										
Masonry	30																										
Security Grills	5																										
Porches	15																										
Ele Concrete	5																										
Plumbing Rough	40																										
HVAC Rough	40																										
Electrical Rough	45																										
Misc Roofing	5																										
Windows/Storefront	25																										
Ext Doors	5																										
Carpentry Rough	60																										
Insulation	5																										
Drywall/Taping	45																										
Painting	45																										
Ceramic/VCT	45																										
Accessories	5																										
Doors/Hardware	2																										
Millwork/Tops/Cab	2																										
Carpentry Trim	45																										
Plumbing Trim	10																										
HVAC Trim	10																										
Electrical Trim	10																										
Carpeting	30																										
Painting Touch-Up	10																										
Ext Concrete	5																										
Landscaping	2																										
Fencing	2																										

Courtway Commons		10-25	11-1	11-8	11-15	11-22	11-29	12-6	12-13	12-20	12-27	1-3	1-10	1-17	1-24	1-31	2-7	2-14	2-21	2-28	3-7	3-14	3-21	3-28	4-4	4-11	4-18	4-25
4815 W. Monroe																												
Completion: 4-29-94	Wk#	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
23 Units	Days	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120	125	130	135
Temp. Fencing																												
Roofing	15																											
Demo/Cut/Patch	30																											
Temp Doors	2																											
Masonry	30																											
Security Grills	5																											
Porches	15																											
Ext Concrete	5																											
Plumbing Rough	40																											
HVAC Rough	40																											
Electrical Rough	45																											
Misc Roofing	5																											
Windows/Storefront	25																											
Ext Doors	5																											
Carpentry Rough	60																											
Insulation	5																											
Drywall/Taping	45																											
Painting	45																											
Ceramic/VCT	45																											
Accessories	5																											
Doors/Hardware	2																											
Millwork/Tops/Cab	2																											
Carpentry Trim	45																											
Plumbing Trim	10																											
HVAC Trim	10																											
Electrical Trim	10																											
Carpeting	30																											
Painting Touch-Up	10																											
Ext Concrete	5																											
Landscaping	2																											
Fencing	2																											

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...rway Commons		10-25	11-1	11-8	11-15	11-22	11-29	12-6	12-13	12-20	12-27	1-3	1-10	1-17	1-24	1-31	2-7	2-14	2-21	2-28	3-7	3-14	3-21	3-28	4-4	4-11	4-18	4-25	5-2	5-9	5-16	5-23
...5 W. Washington																																	
...pletion: 5-27-94	Wk#	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Units	Days	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120	125	130	135	140	145	150	155
...p. Fencing																																	
...ofing	30																																
...mo/Out/Porch	60																																
...p Doors	2																																
...sonry	50																																
...tal Grills	5																																
...ries	25																																
...Concrete	5																																
...bing Rough	60																																
...VAC Rough	60																																
...ctrical Rough	65																																
...sc Roofing	5																																
...dows/Storefront	45																																
...r Doors	10																																
...ntry Rough	90																																
...lation	10																																
...wall/Taping	60																																
...ing	60																																
...ed/VCT	60																																
...ccessories	5																																
...ors/Hardware	2																																
...Tops/Cab	2																																
...Trim	75																																
...bing Trim	14																																
...VAC Trim	14																																
...ctrical Trim	14																																
...rpeting	50																																
...ning Touch-Up	15																																
...t Concrete	5																																
...ndscaping	2																																
...ning	2																																

Courtway Commons
4950 W. Madison
Completion: 8-19-94
22 Units

	Wk#	2-28	3-7	3-14	3-21	3-28	4-4	4-11	4-18	4-25	5-2	5-9	5-16	5-23	5-30	6-6	6-13	6-20	6-27	7-4	7-11	7-18	7-25	8-1	8-8	8-15	
	Days	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120	125	130
Temp. Fencing																											
Roofing	15																										
Demo/Cut/Patch	30																										
Temp Doors	2																										
Masonry	30																										
Security Grills	5																										
Porches	15																										
Ext Concrete	5																										
Plumbing Rough	40																										
HVAC Rough	40																										
Electrical Rough	45																										
Misc Roofing	5																										
Windows/Storefront	25																										
Ext Doors	5																										
Carpentry Rough	60																										
Insulation	5																										
Drywall/Taping	45																										
Painting	45																										
Ceramic/VCT	45																										
Accessories	5																										
Doors/Hardware	2																										
Millwork/Tops/Cab	2																										
Carpentry Trim	45																										
Plumbing Trim	10																										
HVAC Trim	10																										
Electrical Trim	10																										
Carpeting	30																										
Painting Touch-Up	10																										
Ext Concrete	5																										
Landscaping	2																										
Fencing	2																										

Courtway Commons
4834 W. Adams
Completion: 7-29-94
11 Units

	Wk# / Days	1-3	1-10	1-17	1-24	1-31	2-7	2-14	2-21	2-28	3-7	3-14	3-21	3-28	4-4	4-11	4-18	4-25	5-2	5-9	5-16	5-23	5-30	6-6	6-13	6-20	6-27	7-4	7-11	7-18	7-25
	Wk#	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
	Days	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120	125	130	135	140	145	150
Temp. Fencing																															
Roofing	15																														
Demo/Cut/Patch	25																														
Temp Doors	2																														
Vestibuly	20																														
Security Grills	5																														
Porches	15																														
Ext Concrete	5																														
Plumbing Rough	30																														
HVAC Rough	30																														
Electrical Rough	35																														
Misc Roofing	5																														
Windows/Storefront	25																														
Ext Doors	5																														
Carpentry Rough	45																														
Insulation	5																														
Drywall/Taping	35																														
Painting	35																														
Ceramic/VCT	35																														
Accessories	5																														
Doors/Hardware	2																														
Millwork/Tops/Cab	2																														
Carpentry Trim	30																														
Plumbing Trim	6																														
HVAC Trim	6																														
Electrical Trim	6																														
Carpeting	20																														
Painting Touch-Up	10																														
Ext Concrete	5																														
Landscaping	2																														
Fencing	2																														

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Courtway Commons
5556 W Jackson
Completion: 12-23-94
26 Units

	Wk# / Days	6-6	6-13	6-20	6-27	7-4	7-11	7-18	7-25	8-1	8-8	8-15	8-22	8-29	9-5	9-12	9-19	9-26	10-3	10-10	10-17	10-24	10-31	11-7	11-14	11-21	11-28	12-5	12-12	12-19
	Wk#	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
	Days	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120	125	130	135	140	145
Temp. Fencing																														
Roofing	20																													
Demo/Cut/Patch	35																													
Temp Doors	2																													
Masonry	35																													
Security Grills	5																													
Porches	15																													
Ext Concrete	5																													
Plumbing Rough	50																													
HVAC Rough	50																													
Electrical Rough	55																													
Misc Roofing	5																													
Windows/Storefront	30																													
Ext Doors	5																													
Carpentry Rough	75																													
Insulation	5																													
Drywall/Taping	55																													
Painting	55																													
Ceramic/VCT	55																													
Accessories	5																													
Doors/Hardware	2																													
Millwork/Tops/Cab	2																													
Carpentry Trim	55																													
Plumbing Trim	12																													
HVAC Trim	12																													
Electrical Trim	12																													
Carpeting	45																													
Painting Touch-Up	10																													
Ext Concrete	5																													
Landscaping	2																													
Fencing	2																													

Courtway Commons		1-3	1-10	1-17	1-24	1-31	2-7	2-14	2-21	2-28	3-7	3-14	3-21	3-28	4-4	4-11	4-18	4-25	5-2	5-9	5-16	5-23	5-30	6-6	6-13	6-20	6-27	7-4	7-11	7-18	7-25
4850 W. Adams																															
Completion: 7-29-94	Wk#	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
11 Units	Days	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120	125	130	135	140	145	150
Temp. Fencing																															
Roofing	15																														
Demo/Cut/Patch	25																														
Temp Doors	2																														
Masonry	20																														
Security Grills	5																														
Porches	15																														
Ext Concrete	5																														
Plumbing Rough	30																														
HVAC Rough	30																														
Electrical Rough	35																														
Misc Roofing	5																														
Windows/Storefront	25																														
Ext Doors	5																														
Carpentry Rough	45																														
Insulation	5																														
Drywall/Taping	35																														
Painting	35																														
Ceramic/VCT	35																														
Accessories	5																														
Doors/Hardware	2																														
Millwork Tops/Cab	2																														
Carpentry Trim	30																														
Plumbing Trim	10																														
HVAC Trim	10																														
Electrical Trim	10																														
Carpeting	20																														
Painting Touch-Up	10																														
Ext Concrete	5																														
Landscaping	2																														
Fencing	2																														

Courtway Commons		1-3	1-10	1-17	1-24	1-31	2-7	2-14	2-21	2-28	3-7	3-14	3-21	3-28	4-4	4-11	4-18	4-25	5-2	5-9	5-16	5-23	5-30	6-6	6-13	6-20	6-27	7-4	7-11	7-18	7-25
4838 W. Adams																															
Completion: 7-29-94	Wk#	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
17 Units	Days	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120	125	130	135	140	145	150
Temp. Fencing																															
Roofing	15																														
Demo/Cut/Patch	30																														
Temp Doors	2																														
Masonry	30																														
Security Grills	5																														
Porches	15																														
Ext Concrete	5																														
Plumbing Rough	40																														
HVAC Rough	40																														
Electrical Rough	45																														
Misc Roofing	5																														
Windows/Storefront	25																														
Ext Doors	5																														
Cemetery Rough	60																														
Insulation	5																														
Drywall/Taping	45																														
Painting	45																														
Ceramic/VCT	45																														
Accessories	5																														
Doors/Hardware	2																														
Millwork/Tops/Cab	2																														
Cemetery Trim	45																														
Plumbing Trim	10																														
HVAC Trim	10																														
Electrical Trim	10																														
Carpeting	30																														
Painting Touch-Up	10																														
Ext Concrete	5																														
Landscaping	2																														
Fencing	2																														

12/29/93
Initial closing

SWORN OWNER'S STATEMENT – COURTWAY COMMONS

NAME/ADDRESS	TYPE OF PMT.	TYPE OF WORK	ADJUSTED TOTAL CONTRACT/ EXTRAS/CREDIT	PREVIOUSLY PAID	AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE
City Lands Corp. 7134 S. Jeffery Blvd. Chicago, IL 60649	R	Acquisition (Private)	513,113	513,113	0	0
City Lands Corp.	R	Acquisition (TRP)	193,112	135,000	0	58,112
City Lands Corp.	R	Operating Deficits Pre-Closing	140,000	111,696	0	28,304
City Lands Corp. (Anchor Board-Up)	R	Board-Up	23,500	22,472	493	536
City Lands Corp. (Mutual Asbestos)	R	Asbestos Removal	52,803	52,803	0	0
City Lands Corp. (Environmental Risk)	R	Environmental Report	18,300	6,368	7,971	3,963
City Lands Corp. (King Roofing) (J.C. Geyer)	R	Pre-Closing Construction	104,546	100,331	0	4,215
Richard Hoffman Corp. 405 Lake-Cook Rd., #201 Deerfield, IL 60515	D	General Contractor	8,962,121	0	0	8,962,121
Richard Hoffman Corp.	D	Construction Contingency	824,712	0	0	824,712
City Lands Corp. (Chgo. Dept. of Revenue)	R	Building Permits	72,443	72,443	0	0
Richard Hoffman Corp.	D	Construction (Comm. Space)	109,375	0	0	109,375
Lisec & Biederman 412 S. Wells Chicago, Il 60607	R	Architect (Design) (Supervision) (Reimbursables)	255,150 85,050 12,000	255,150 0 9,205	0 0 2,795	0 85,050 0
City Lands Corp.	R	Surveyor	6,071	6,071	0	0
CIC (Murielle Meyer) 600 S. Federal St. Chicago, IL 60605	R	Appraisal	18,800	18,800	0	0
CIC	E	Inspector	48,934	0	48,934	0
City Lands Corp. (Schwartz Bros.)	R	Insurance (Pre-Closing)	56,153	56,153	0	0
Schwartz Bros. Insurance 135 S. LaSalle St., #2035 Chicago, IL 60603	D	Insurance (Construction-BR)	46,100	0	46,100	0
Assurance Agency Ltd. 1114 N. Arlington Hgts. Rd Arlington Hgts., IL 60004	D	Insurance (Construc.-OCP)	9,000	0	8,425	575
Title Services, Inc. 19 S. LaSalle St., #501 Chicago, IL 60601	D	Title & Recording	25,000	0	19,615	5,385
City Lands Corp. (Pecquet & Janowitz)	R	Legal (Acquisition)	1,650	1,650	0	0
Pecquet & Janowitz 188 W. Randolph, #3600 Chicago, IL 60601	D	Legal (Bldg. Court)	5,000	0	0	5,000
Jay Gilbert 479 Main St., #200 Glen Ellyn, IL 60137	R/D	Legal (Project) Legal (Acquisition)	60,000 5,314	16,297 5,314	30,000 0	13,703 0
City Lands Corp. (Rudnick & Wolfe)	R	Legal (Zoning)	7,695	7,695	0	0
Block & Caron 570 Lake Cook Rd., #308 Deerfield, IL 60015	D	Legal (Tax Opinion)	15,000	8,412	5,760	828
Keck, Mahin & Cate 77 W. Wacker, 49th Fl. Chicago, IL 60601	R/D	Legal (Tax Appeals)	5,000	417	0	4,583

12/29/93
Initial closing

SWORN OWNER'S STATEMENT - COURTWAY COMMONS

NAME/ADDRESS	TYPE OF PMT.	TYPE OF WORK	ADJUSTED TOTAL CONTRACT/ EXTRAS/CREDIT	PREVIOUSLY PAID	AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE
Fridues, Lukes, Schiff 4747 W. Peterson Ave. Chicago, IL 60646	R	Accounting	19,000	3,511	3,734	11,755
Prairie Mortgage Corp. 819 S. Wabash, #506 Chicago, IL 60605	D	Financial Consultant	48,648	0	48,648	0
City Lands Corp. (IHDA)	R	Tax Credit Reservation Fee	45,695	45,695	0	0
City Lands Corp. (IHDA)	E	Tax Credit Monitoring Fee	1,610	0	0	1,610
City Lands Corp. (CIC, DOH, IHDA, IAHTF)	R	Application Fees	1,750	1,750	0	0
CIC	E	Construction Interest	188,167	0	188,167	0
Continental Bank 231 S. LaSalle St. Chicago, IL 60697	R	Pre-Development Loan Interest	35,241	28,100	3,733	3,408
City Lands Corp.	R	Pre-Development Interest Carry	50,759	50,759	0	0
First Bank of Oak Park Madison St. & Austin Blvd. Oak Park, IL 60302	D	Bridge Loan Fee (mty.)	5,000	0	0	5,000
CIC	R/D	Origination Fee	96,750	48,375	48,375	0
Shaw, Pittman, Potts & Trowbridge 2300 N St., N.W. Washington, D.C. 20037	D	Syndication Fee (Legal)	90,000	0	90,000	0
Reznick, Fedder & Silverman 4520 East-West Highway Bethesda, MD 20814	D	Syndication Fee (Accounting)	10,000	0	10,000	0
City Lands Corp. (ANB)	R/D	Trustee's Fee	2,000	1,005	50	945
City Lands Corp.	D	Organization Fee	1,000	0	1,000	0
City Lands Corp.	D	Developer Fee	200,000	0	200,000	0
City Lands Corp.	R	Pre-Closing Taxes	41,801	41,801	0	0
City Lands Corp.	D	Construction Period Taxes	22,400	0	0	22,400
CIC	E	Tax Escrow	80,500	0	80,500	0
CIC	E	Insurance Escrow	96,000	0	96,000	0
City Lands Corp.	R/D	Relocation	46,443	0	0	46,443
City Lands Corp.	R/D	Marketing & Leasing	120,750	0	0	120,750
GRAND TOTAL:			12,879,456	1,620,384	940,300	10,318,773
				INITIAL DRAW:	2,560,683	
				To City Lands:	1,821,384	

12/29/93
Initial closing

SWORN OWNER'S STATEMENT -- COURTWAY COMMONS

NAME/ADDRESS	TYPE OF PMT.	TYPE OF WORK	ADJUSTED TOTAL CONTRACT/ EXTRAS/CREDIT	PREVIOUSLY PAID	AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE

STATE OF ILLINOIS }
COUNTY OF COOK }

The affiant, Linda Brace, Development Officer and Assistant Secretary, City Lands Corporation, being duly sworn on oath, deposes and says that City Lands Corporation is the general partner of the beneficiary of Land Trust No. 115420-08 held by American National Bank which is the owner of the following described premises in Cook County, Illinois, to wit: (see attached legal description); and

1. That she is thoroughly familiar with all the facts and circumstances concerning the premises described above;
2. That during the 30 months last past the only work done or materials furnished in connection with the mentioned premises are listed above;
3. That the only contracts let for the furnishing of future work or materials relative to to the contemplated improvements are as listed above; and
4. That this statement is a true and complete statement of all such contracts, previous payments, and balances due, if any.

Signed: Linda Brace
Linda Brace
Development Officer/Asst. Secretary
City Lands Corporation

Subscribed and sworn to before me this 30th day of December, 1993.
Kenneth B. Marshall

" OFFICIAL SEAL "
KENNETH B. MARSHALL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/30/96

93078440

EXHIBIT C

INCOME COMPUTATION CERTIFICATE

RE:

_____

Chicago, Illinois _____

_____

Name of Tenant (i.e., person(s) whose name appears on the lease): _____

_____

Address of Apartment: _____

Apartment Number: _____

Some or all of the cost of the apartment development in which you are to lease an apartment was financed by a loan made by the City of Chicago through U.S. Department of Housing and Urban Development programs. In order to qualify for these loans, there are certain requirements which must be met with respect to the apartment development and its tenants. To satisfy one of those requirements it is necessary for you to provide the information requested in this Income Computation Certificate at the time you sign your lease and annually thereafter so long as you remain a tenant in the above apartment development.

CERTIFICATION

I, the undersigned, state that I have read and answered fully, frankly and personally each of the following questions for all persons who are to occupy the unit in the above apartment development for which application is made, all of whom are listed on the following page:

Income Computation
(Anticipated Incomes)

Name of Members of the Household	Relationship to Head of Household	Age (if 18 or under)	Social Security Number	Place of Employment
	HEAD			
	SPOUSE			

1. On the lines below, indicate the anticipated income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family over the age of 18 during the 12-month period beginning this date:

Name	Annual Wages/ Salary	Other Income	Total Income

(Capital Assets)

2. If any of the persons described above (or whose income or contributions were included in item (1)) has any real property, savings, stocks, bonds or other forms of capital investment, excluding interest in Indian Trust land and equity in a housing cooperative unit or in a manufactured home in which the family resides and except for necessary items of personal property such as furniture and automobiles, provide:

   a. the total value of all such assets owned by all such persons: $_____.

   b. the amount of income expected to be derived from such assets in the 12-month period commencing this date: $_____, and

   c. the amount of such income which is included in item (1): $_____.

(Students)

3. a. Will all of the persons listed in column 1 above be or have they been full-time students during five calendar months of this calendar year at an educational institution (other than a correspondence school) with regular faculty and students?

   Yes _____ No_____

   b. Is any such person (other than nonresident aliens) married and eligible to file a joint federal income tax return?

   Yes _____ No_____

I acknowledge that all of the above information is or may be the basis of my qualifying as a tenant and further is relevant to the status of the funds provided through the U.S. Department of Housing and Urban Development to finance rehabilitation of the apartment for which application is being made. I consent to and authorize the disclosure of such information to the City and HUD and any agent acting on their behalf. If I am accepted as a tenant or my lease is renewed, and if any of the foregoing information is inaccurate or misleading, I understand that it will constitute a material breach of my lease. I understand that the submission of this information is one of the requirements for tenancy and does not constitute an approval of my application, or my acceptance as a tenant.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, ____ at Chicago, Illinois.

_____
Tenant

Applicant for an apartment _____ or
Residing in Apt. No. _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On the _____ day of _____, ____ personally appeared before me _____, the signer of the above certification, who duly acknowledged to me that he/she executed the same.

_____
NOTARY PUBLIC

(SEAL)

My Commission Expires:

_____

FOR COMPLETION BY BORROWER ONLY:

1. Calculation of eligible income:

   a. Total amount entered for entire household in 1 above: _____

   b. If the amount entered in 2.a above exceeds $5,000, enter the greater of (i) the amount entered in 2.b less the amount entered in 2.c and (ii) the passbook savings rate as designated by HUD multiplied by the amount entered in 2.a: _____

   c. TOTAL ELIGIBLE INCOME (line 1.a plus line 1.b): _____

2. The amount entered in 1.c is: (place "x" on appropriate line)

   a. _____ Less than $_____ which is the maximum income at which a household of _____ persons may be determined to be a Low-Income Family as that term is defined in the Regulatory Agreement dated as of _____, between the City of Chicago, Illinois and _____ _____ (the "Regulatory Agreement").

   b. _____ Less than $_____ which is the maximum income at which a household of _____ persons may be determined to be a Very Low-Income Family as that term is defined in the Regulatory Agreement.

   c. _____ Less than $_____ which is 60% of the median Family income for the Chicago area as adjusted for a household of _____ persons.

   d. _____ More than the amount mentioned in line a.

3. Applicant:

   _____ Qualifies as a Low-Income Family.

   _____ Qualifies as a Very Low-Income Family.

   _____ Qualifies as a Family whose Family Income is no more than 60% of the median Family Income for the Chicago area, adjusted for family size.

   _____ Does not qualify as a Low-Income Family.

_____
BORROWER

EXHIBIT D

In order to complete the Income Computation Certificate you should refer to the definition of "annual income" contained in 24 C.F.R. §813.106, as amended, supplemented and restated from time to time. The following may need to be included in calculating "Annual Wages/Salary" and "Other Income":

A. Annual Wages and Salary, including, before payroll deduction, all wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services;

B. "Other Income" includes but is not limited to:

(i) net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(ii) interest, dividends and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (B)(i) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family;

(iii) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;

(iv) payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;

(v) public assistance. If the public assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance to be included as income shall consist of: (a) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus (b) the maximum amount that the public assistance agency could in fact allow the family for shelter and utilities. If the family's public assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated shall be the amount resulting from one application of the percentage;

(vi) periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from persons not residing in the dwelling;

(vii) all regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is a member of the family; and

(viii) any earned income tax credit to the extent it exceeds income tax liability.

Please note however, that the following types of income should be excluded:

(i) income from employment of children (including foster children) under the age of 18 years;

(ii) temporary, nonrecurring or sporadic income, including gifts;

(iii) amounts which are specifically for or in reimbursement of medical expenses for any family member;

(iv) lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

(v) amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the

government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of the student, but in either case only to the extent used for such purposes;

(vi) special pay to a family member serving in the Armed Forces and exposed to hostile fire;

(vii) foster child care payments;

(viii) income of a live-in aide, as defined in 24 C.F.R. Section 813.102;

(ix) amounts received under training programs funded by HUD;

(x) amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency;

(xi) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program;

(xii) reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era; and

(xiii) amounts specifically excluded by other federal statutes from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. Federal programs under this section include, but are not limited to:

(a) the value of the allotment provided to an eligible household under the Food Stamp Act of 1977;

(b) payments received under the Domestic Volunteer Services Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster