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Eugene "Gene" Moore Fee: \$72.50
Cook County Recorder of Deeds
Date: 05/16/2003 03:29 PM Pg: 1 of 25

Olympic Village

Prepared by, and after recording return to:

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CONSTRUCTION MORTGAGE

with Assignment of Rents, Security Agreement and Fixture Filing

THIS MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "**Mortgage**") is dated as of the 1st day of April 2001, between OLYMPIC-CHICAGO HEIGHTS LIMITED PARTNERSHIP, a limited partnership organized and existing under the laws of Illinois, whose address is 33 Silver Street, Suite 300, Portland, Maine 04101 ("**Borrower**"), and BANK OF AMERICA, N.A., a national banking organization organized and existing under the laws of the United States, whose address is Bank of America, N.A., Community Development Banking, DC1-701-08-05, 730 15th Street, N.W., Eighth Floor, Washington, D.C. 20005-1099, as mortgagee ("**Lender**").

Lender has issued two (2) letters of credit for the account of Borrower in the original amount of \$10,639,315 and \$1,639,161 (as amended, supplemented or reissued from time to time, the "**Letters of Credit**") pursuant to the terms of a Reimbursement Agreement dated the date hereof between Borrower and Lender.

TO SECURE TO LENDER the repayment of the draws under the Letters of Credit and the other Indebtedness (as defined in the Reimbursement Agreement), and all renewals, extensions and modifications of the Indebtedness, and the performance of the covenants and agreements of Borrower contained in the Loan Documents, Borrower mortgages, warrants, grants, conveys and assigns to Lender the Property, including the Land located in Cook County, State of Illinois, and described in Exhibit A attached to this Mortgage.

TO HAVE AND TO HOLD the foregoing Property and the rights hereby granted for the use and benefit of Lender, its successors and assigns in fee simple forever.

Borrower warrants and represents that Borrower is lawfully seized of the Property (defined below) and has the right, power and authority to grant, convey and assign the Property, and that the Property is unencumbered. Borrower covenants that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title

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insurance policy issued to Lender contemporaneously with the execution and recordation of this Mortgage and insuring Lender's interest in the Property.

A. Pursuant to that certain Reimbursement Agreement (as amended from time to time, the "**Reimbursement Agreement**") dated as of even date herewith, between Lender and Borrower, Lender is issuing two (2) letters of credit (the "**Letters of Credit**") in the amount of \$10,639,315 and \$1,639,161 for the account of Borrower.

B. The obligations of Borrower to Lender under the Reimbursement Agreement, including without limitation all obligations to pay fees, reimburse costs and expenses, are secured by, among other things, this Mortgage and the security interests granted under a Security Agreement (Assignment and Pledge) (the "**Security Agreement**"), executed by Borrower and the General Partner of Borrower, and Lender and by any and all other security and security instruments specified in the Reimbursement Agreement.

Capitalized terms used above and elsewhere in this Mortgage without definition have the meanings given them in the Reimbursement Agreement.

1. Mortgage and Assignment and Secured Obligations

1.1 Assignment. For the purpose of securing payment and performance of the Secured Obligations defined and described in Section 1.2, Borrower hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Lender, all estate, right, title and interest which Borrower now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "**Property**"), and authorizes Lender to sell the Property upon default by any lawful means, as provided in this Mortgage, and assents to the passage of a decree for the sale of the Property:

(a) The real property located in Cook County, Illinois, as described in Exhibit A, together with all existing and future easements and rights affording access to it (the "**Land**"); together with

(b) All buildings, structures and improvements now located or later to be constructed on the Land (the "**Improvements**"); together with

(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any land lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements; together with

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("**Leases**") relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases; together with

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(e) All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in Exhibit A or not, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and Improvements; together with

(f) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Mortgage; together with

(g) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; together with

(h) All of Borrower's interest in and to the Bond proceeds, whether disbursed to Borrower or not, the Other Funds Account and any other fund or account now or hereafter established pursuant to the Reimbursement Agreement, and Borrower's own funds now or later to be held on deposit in the Other Funds Account, or in any such other fund or account; together with

(i) All rights to the payment of money and all value arising from any and all existing and future transactions between Borrower and Lender or any other party which may afford interest rate protection to all or part of the obligations of Borrower to Lender under the Reimbursement Agreement; together with

(j) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Borrower with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Lender), which arise from or relate to construction on the Land or to any business now or later to be conducted on it, or to the Land and Improvements generally; together with

(k) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation

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or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(l) All books and records pertaining to any and all of the property described above, including computer readable memory and any computer hardware or software necessary to access and process such memory ("**Books and Records**"); together with

(m) All right, title and interest of Borrower in, to and under any and all casualty and liability insurance policies from time to time maintained by Borrower with respect to the Property or the Improvements, Fixtures and personal property thereon or the operations of Borrower or others with respect thereto, irrespective of whether such policies are required to be obtained or maintained in force pursuant to this Mortgage or the other Loan Documents (as defined in the Loan Agreement), including without limitation the right to assert, prosecute and settle claims under such policies, the right to receive payments of proceeds of such policies, and all proceeds, accounts, deposits and payments received at any time in respect of such insurance policies; together with

(n) All of Borrower's rights under the Commitment from Enterprise Mortgage Investments, Inc.; together with

(o) All of Borrower's right to payments under the HAP Contract; together with

(p) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

Borrower represents and warrants that Borrower is lawfully seized of the Property and has the right, power and authority to grant, convey and assign the Property, and that the Property is unencumbered except as expressly permitted by Lender. Borrower covenants that Borrower will warrant and defend specially the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy issued to Lender contemporaneously with the execution and recordation of this Mortgage and insuring Lender's interest in the Property.

1.2 Secured Obligations.

(a) Borrower makes the grant, conveyance, transfer and assignment set forth in Section 1.1, makes the irrevocable and absolute assignment set forth in Section 2 and grants the security interest set forth in Section 3 for the purpose of securing the following obligations (the "**Secured Obligations**") in any order of priority that Lender may choose:

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(i) Payment and performance of all indebtedness and other obligations of Borrower to Lender under the Loan Documents, including without limitation Borrower's obligations to repay draws under the Letters of Credit and all of the interest, fees, charges, required cash collateral and other amounts which become owing or are otherwise required to be paid from time to time under the Reimbursement Agreement and the other Loan Documents;

(ii) Payment and performance of all future advances and other obligations that Borrower or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Lender, when a writing evidences the parties' agreement that the advance or obligation be secured by this Mortgage; and

(iii) Also to secure in accordance with the Laws of Illinois: (a) all future advances and readvances that may subsequently be made to Borrower by Lender, evidenced by the Note, or any other promissory notes, and all renewals, replacements, modifications and extensions thereof; provided, however, that nothing contained herein shall create an obligation on the part of Lender to make future advances or readvances to Borrower and (b) all other indebtedness of Borrower to Lender, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed twice the face amount of the Letters of Credit, plus interest thereon, all charges, and expenses of collection incurred by Lender, including court costs, and attorneys' fees; and (iv) also in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance; and

(iv) Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations; and

(v) Reimbursement of all amounts with interest thereon at the Default Rate advanced by or on behalf of Lender to protect Lender's interests under this Mortgage.

(b) All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Secured Obligations and each other agreement or instrument made or entered into in connection with each of the Secured Obligations.

1.3 Subordination. This Mortgage is subject and subordinate to (i) that certain Regulatory Agreement and Declaration of Restrictive Covenants dated as of April 1, 2003, executed by Issuer, Bond Trustee and Trustor, being recorded concurrently herewith, and (ii) that certain Multifamily Mortgage, Assignment of Rents and Security Agreement (the "Bond Mortgage") dated as of April 1, 2003, from Trustor in favor of Issuer, securing the sum of \$12,200,000, being recorded concurrently herewith.

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2. Assignment of Rents

2.1 Assignment. Borrower hereby irrevocably, absolutely, presently and unconditionally assigns to Lender all rents, royalties, issues, profits, revenue, income and proceeds of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (some or all collectively, as the context may require, “**Rents**”). This is an absolute assignment, not an assignment for security only.

2.2 Grant of License. Lender hereby confers upon Borrower a license (the “**License**”) to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Section 6.2, shall exist and be continuing. If an Event of Default has occurred and is continuing, Lender shall have the right, which it may choose to exercise in its sole discretion, to terminate the License without notice to or demand upon Borrower, and without regard to the adequacy of Lender’s security under this Mortgage.

2.3 Collection and Application of Rents. Subject to the License granted to Borrower under Section 2.2, Lender has the right, power and authority to collect any and all Rents. Borrower hereby appoints Lender its attorney-in-fact to perform any and all of the following acts, if and at the times when Lender in its sole discretion may so choose:

- (a) Demand, receive and enforce payment of any and all Rents; or
- (b) Give receipts, releases and satisfactions for any and all Rents; or
- (c) Sue either in the name of Borrower or in the name of Lender for any and all Rents.

In Lender’s sole discretion, Lender may choose to collect Rents either with or without taking possession of the Property. Lender shall apply all Rents collected by it in the manner provided under Section 6.6. If an Event of Default occurs while Lender is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Mortgage, Lender and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Mortgage and at law or in equity.

2.4 Lender Not Responsible. Under no circumstances shall Lender have any duty to produce Rents from the Property. Regardless of whether or not Lender, in person or by agent, takes actual possession of the Land and Improvements, Lender is not and shall not be deemed to be:

- (a) A “mortgagee in possession” for any purpose; or
- (b) Responsible for performing any of the obligations of the lessor under any lease; or
- (c) Responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or

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(d) Liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

2.5 Leasing. Borrower shall not accept any deposit or prepayment of Rents for any rental period exceeding one (1) month without Lender's prior written consent. Borrower shall not lease the Property or any part of it except strictly in accordance with the Reimbursement Agreement.

3. Grant of Security Interest

3.1 Security Agreement. The parties intend for this Mortgage to create a lien on the Property, and an absolute assignment of the Rents, all in favor of Lender. The parties acknowledge that some of the Property and some or all of the Rents may be determined under applicable law to be personal property or fixtures. To the extent that any Property or Rents may be or be determined to be personal property, Borrower as debtor hereby grants Lender as secured party a security interest in all such Property and Rents, to secure payment and performance of the Secured Obligations. This Mortgage constitutes a security agreement under the Illinois Uniform Commercial Code, covering all such Property and Rents.

3.2 Financing Statements. This Mortgage is also a security agreement under the Uniform Commercial Code for any of the Property which, under applicable law, may be subject to a security interest under the Uniform Commercial Code, whether acquired now or in the future, and all products and cash and non-cash proceeds thereof (collectively, "UCC Collateral"), and Borrower hereby grants to Lender a security interest in the UCC Collateral. Borrower hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest and Borrower agrees, if Lender so requests, to execute and deliver to Lender such financing statements, continuation statements and amendments. Borrower shall pay all filing costs and all costs and expenses of any record searches for financing statements that Lender may require. Without the prior written consent of Lender, Borrower shall not create or permit to exist any other lien or security interest in any of the UCC Collateral. If an Event of Default has occurred and is continuing, Lender shall have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Mortgage or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies. This Mortgage constitutes a financing statement with respect to any part of the Property which is or may become a Fixture.

4. Fixture Filing

This Mortgage constitutes a financing statement filed as a fixture filing under the Illinois Uniform Commercial Code, as amended or recodified from time to time, covering any Property which now is or later may become fixtures attached to the Land or Improvements.

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5. Rights and Duties of the Parties

5.1 Representations and Warranties. Borrower represents and warrants that, except as previously disclosed to Lender in a writing making reference to this Section 5.1:

(a) Borrower lawfully possesses and holds fee simple title to all of the Land and Improvements as stated in Exhibit A;

(b) Borrower has or will have good title to all Property;

(c) Borrower has the full and unlimited partnership power, right and authority to encumber the Property and assign the Rents;

(d) This Mortgage creates a valid second priority lien on the Property;

(e) The Property includes all property and rights which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and Improvements; and

(f) Except with respect to senior indebtedness and junior indebtedness approved and permitted by Lender, Borrower owns any Property which is personal property free and clear of any security agreements, reservations of title or conditional sales contracts, and there is no financing statement affecting such personal property on file in any public office.

5.2 Taxes and Assessments. Borrower shall pay prior to delinquency all taxes, levies, charges and assessments ("**Assessment**" or "**Assessments**"), including assessments on appurtenant water stock, imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it.

5.3 Right to Contest. Provided that there is then no Event of Default and subject to the conditions contained in this Section, Borrower may in good faith and by appropriate legal proceedings, contest the validity, applicability or amount of any asserted Assessment after providing the Lender with written notice of the intended contest. During the period Borrower contests the Assessment, it shall not be in default if (a) before the Assessment becomes due, Borrower deposits with Lender or the Lender's nominee, cash or a letter of credit, in form and from a bank satisfactory to the Lender, in an amount the Lender deems reasonable to prevent the Lender from incurring any loss, cost, expense or damage as a result of the contest, and (b) the delay does not subject the Lender to the risk of criminal liability and (c) Borrower pays promptly any amounts adjudged to be due, together with all interest, costs and penalties thereon before the judgment becomes final. Borrower shall conclude any contest and shall pay the Assessment, interest, costs and penalties thereon before the date the judgment becomes final and before any writ, decree or order is issued under which the Property could be sold pursuant to the judgment.

5.4 Performance of Secured Obligations. Borrower shall promptly pay and perform each Secured Obligation in accordance with its terms.

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5.5 Further Assurances. Within 15 days after Lender requests Borrower to do so, Borrower shall execute, acknowledge, deliver and cause to be recorded and rerecorded, or filed and refiled, all further instruments, deeds, financing statements, renewals, continuation statements, transfers, assignments, or other documents that are necessary, in Lender's sole but reasonable opinion, (a) to correct any defect, error or omission which may be discovered in the contents of any of the Loan Documents or in the execution or acknowledgment thereof, (b) to create, perfect, preserve, continue and protect the lien and security interest of this Mortgage on the Property, whether now owned or hereafter acquired by Borrower, (c) to secure the rights and remedies of the Lender hereunder or under the provisions of the Reimbursement Agreement or the other Loan Documents, or (d) to better assure, assign and confirm to Lender the Leases and Rents. Borrower shall pay to Lender on demand all expenses, charges and taxes reasonably incurred by Lender in preparing, executing, recording, rerecording, filing or refiling of any such document. Upon any failure by Borrower to do so, Lender may make, execute and record any and all such instruments, certificates and documents for and in the name of Borrower, and at the sole expense of Borrower, and Borrower hereby irrevocably appoints Lender, the agent and attorney-in-fact of Borrower to do so, this appointment being coupled with an interest. Lender may, at its option, advance the expenses incurred in making, executing and recording any and all such instruments, certificates and documents, and such sums advanced, with interest, will be repaid to Lender by Borrower with interest at the Default Rate.

5.6 Liens, Charges and Encumbrances. Borrower shall immediately discharge any lien on the Property which Lender has not consented to in writing. Borrower shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest in it, whether the lien, charge or encumbrance is or would be senior or subordinate to this Mortgage. This Section 5.6 is subject to any right granted to Borrower in the Loan Agreement to contest in good faith claims and liens for labor done and materials and services furnished in connection with construction of the Improvements.

5.7 Damages and Insurance and Condemnation Proceeds. Proceeds of casualty insurance policies and condemnation awards shall be disposed of in accordance with and subject to the conditions contained in the Reimbursement Agreement (subject to any applicable provisions of the Reimbursement Agreement).

5.8 Maintenance and Preservation of Property.

(a) Borrower shall insure the Property as required by the Loan Agreement and keep the Property in good condition and repair.

(b) Borrower shall not remove or demolish the Property or any part of it, or alter, restore or add to the Property, or initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except as permitted or required by the Reimbursement Agreement or with Lender's express prior written consent in each instance.

(c) If all or part of the Property becomes damaged or destroyed, Borrower shall promptly and completely repair and/or restore the Property in a good

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and workmanlike manner in accordance with sound building practices, regardless of whether or not insurance proceeds or condemnation proceeds are to be disbursed to the Borrower for the costs of the work of repair or reconstruction under Section 2.10 of the Reimbursement Agreement. Notwithstanding the preceding, Borrower must comply with the foregoing covenant to the extent that Borrower has the financial ability to make such immediate repairs, provided, however, in all events, regardless of Borrower's financial condition, Borrower must immediately begin and complete such repairs in order to address life, health and safety concerns of the Property. To the extent the insurance or condemnation proceeds disbursed to Borrower are not sufficient to complete such repairs and renovation, Borrower shall be obligated to pay such shortfall and complete all such repairs.

(d) Borrower shall not commit or allow any act upon or use of the Property which would violate: (i) any applicable law or order of any governmental authority, whether now existing or later to be enacted and whether foreseen or unforeseen; or (ii) any public or private covenant, condition, restriction or equitable servitude affecting the Property. Borrower shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Borrower on the Property or any part of it under the Reimbursement Agreement.

(e) Borrower shall not commit or allow waste of the Property, including those acts or omissions characterized under the Reimbursement Agreement as waste which arises out of Hazardous Substances (as defined in the Reimbursement Agreement).

(f) Borrower shall perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value and utility.

5.9 [Intentionally Deleted].

5.10 Releases, Extensions, Modifications and Additional Security.

(a) From time to time, Lender may perform any of the following acts without incurring any liability or giving notice to any person:

(i) Release any person liable for payment of any Secured Obligation;

(ii) Extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;

(iii) Accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or

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(iv) Alter, substitute or release any property securing the Secured Obligations.

(b) From time to time when requested to do so by Borrower in writing, Lender may perform any of the following acts without incurring any liability or giving notice to any person:

(i) Consent to the making of any plat or map of the Property or any part of it;

(ii) Join in granting any easement or creating any restriction affecting the Property;

(iii) Join in any subordination or other agreement affecting this Mortgage or the lien of it; or

(iv) Release or reconvey the Property or any part of it without any warranty.

5.11 Release. When all of the Secured Obligations have been paid in full, Lender shall release this Mortgage. Borrower shall pay Lender's reasonable costs incurred in releasing this Mortgage.

5.12 Compensation, Exculpation, Indemnification.

(a) Borrower agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Lender when the law provides no maximum limit, for any services that Lender may render in connection with this Mortgage, including Lender's providing a statement of the Secured Obligations. Borrower shall also pay or reimburse all of Lender's costs and expenses which may be incurred in rendering any such services, including attorney's fees. Borrower further agrees to pay or reimburse Lender for all costs, expenses and other advances which may be incurred or made by Lender in any efforts to enforce any terms of this Mortgage, including any rights or remedies afforded to Lender under Section 6.3, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Mortgage, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (as defined in subsection 6.3(h)) and any cost of evidence of title. If Lender chooses to dispose of Property through more than one Foreclosure Sale, Borrower shall pay all costs, expenses or other advances that may be incurred or made by Lender in each of such Foreclosure Sales.

(b) Lender shall not be directly or indirectly liable to Borrower or any other person as a consequence of any of the following:

(i) Lender's exercise of or failure to exercise any rights, remedies or powers granted to Lender in this Mortgage;

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(ii) Lender's failure or refusal to perform or discharge any obligation or liability of Borrower under any agreement related to the Property or under this Mortgage; or

(iii) Any loss sustained by Borrower or any third party resulting from Lender's failure to lease the Property, or from any other act or omission of Lender in managing the Property, after an Event of Default, unless the loss is caused by the wilful misconduct and bad faith of Lender.

Borrower hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Lender.

(c) Borrower agrees to indemnify Lender against and hold them harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which either may suffer or incur:

(i) In performing any act required or permitted by this Mortgage or any of the other Loan Documents or by law;

(ii) Because of any failure of Borrower to perform any of the Secured Obligations; or

(iii) Because of any alleged obligation of or undertaking by Lender to perform or discharge any of the representations, warranties, conditions, covenants or other obligations of Borrower in any document relating to the Property other than the Loan Documents.

This agreement by Borrower to indemnify Lender shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release and/or reconveyance of this Mortgage.

(d) Borrower shall pay all obligations to pay money arising under this Section 5.10 immediately upon demand by Lender. Each such obligation shall be added to, and considered to be part of, the Secured Obligations, and shall bear interest from the date the obligation arises at the Default Rate.

5.13 Defense and Notice of Claims and Actions. At Borrower's sole expense, Borrower shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Mortgage and the rights and powers of Lender created under it, against all adverse claims. Borrower shall give Lender prompt notice in writing if any claim is asserted which does or could affect any of such matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

5.14 [Intentionally Deleted]

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5.15 Subrogation. Lender shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Lender in accordance with this Mortgage or with the proceeds of any loan secured by this Mortgage.

5.16 Site Visits, Observation and Testing. Lender and its agents and representatives shall have the right at any reasonable time upon reasonable notice, to enter and visit the Property for the purpose of performing appraisals. In addition, subject to the terms of the Reimbursement Agreement, the Indemnified Parties (as defined in the Reimbursement Agreement) and their agents and representatives shall have the right at any reasonable time to enter and visit the Property for the purposes of observing the Property, taking and removing soil or groundwater samples, and conducting tests on any part of the Property. The Indemnified Parties have no duty, however, to visit or observe the Property or to conduct tests, and no site visit, observation or testing by any Indemnified Party shall impose any liability on any Indemnified Party. In no event shall any site visit, observation or testing by any Indemnified Party be a representation that Hazardous Substances are or are not present in, on or under the Property, or that there has been or shall be compliance with any law, regulation or ordinance pertaining to Hazardous Substances or any other applicable governmental law. Neither Borrower nor any other party is entitled to rely on any site visit, observation or testing by any Indemnified Party. The Indemnified Parties owe no duty of care to protect Borrower or any other party against, or to inform Borrower or any other party of, any Hazardous Substances or any other adverse condition affecting the Property. Any Indemnified Party shall give Borrower reasonable notice before entering the Property. Such Indemnified Party shall make reasonable efforts to avoid interfering with Borrower's use of the Property in exercising any rights provided in this Section.

5.17 Notice of Change. Borrower shall give Lender prior written notice of any change in: (a) the location of any of the Property, including the Books and Records; and (b) its name or business structure. Unless otherwise approved by Lender in writing, all Property that consists of personal property (other than the Books and Records) will be located on the Land and all Books and Records will be located at Borrower's place of business or chief executive office if Borrower has more than one place of business.

6. Accelerating Transfers, Default and Remedies

6.1 Accelerating Transfers.

(a) "Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, pledge, mortgage, lease, or other transfer of all or any material part of the Property or any interest in it which is not expressly permitted under this Mortgage or the Reimbursement Agreement, whether voluntary, involuntary, by operation of law or otherwise. "Accelerating Transfer" also means: (i) the replacement, withdrawal or removal of Olympic-Chicago Heights Management LLC, an Illinois limited liability company, as General Partner of Borrower, unless replaced by a substitute General Partner which has been previously approved by Bank in its sole discretion ("**Approved Substitute General Partner**"); (ii) the admission of any additional General Partner of Borrower other than an Approved Substitute General

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Partner; (iii) the replacement, withdrawal or removal of Boston Capital Corporate Tax Credit Fund XVIII, a Massachusetts limited partnership (“**Investor Limited Partner**”), as the investor limited partner of Borrower (except to an entity controlled by, or under common control with, the Investor Limited Partner); or (iv) the dissolution of Borrower under applicable law. Any Accelerating Transfer not expressly permitted by this Section shall be permitted only with the express written consent of Lender and satisfaction of requirements in the Loan Documents.

(b) Borrower acknowledges that Lender is issuing the Letters of Credit and consenting to one or more Disbursements under the Trust Indenture in reliance on the expertise, skill and experience of Borrower; thus, the Secured Obligations include material elements similar in nature to a personal service contract. In consideration of Lender’s reliance, Borrower agrees that Borrower shall not make any Accelerating Transfer unless the transfer is preceded by Lender’s express written consent to the particular transaction and transferee. Lender may withhold such consent in its sole discretion. If any Accelerating Transfer occurs, Lender, in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Lender may invoke any rights and remedies provided by Section 6.3 of this Mortgage.

6.2 Events of Default. Borrower will be in default under this Mortgage upon the occurrence of any one or more of the following events (some or all collectively, “**Events of Default**,” any one singly, an “**Event of Default**”):

(a) An “Event of Default” shall occur under the Reimbursement Agreement or any of the other Loan Documents; or

(b) Borrower fails to perform any obligation to pay money which arises under this Mortgage, and does not cure that failure within 5 days after written notice from Lender; or

(c) Borrower makes or permits the occurrence of an Accelerating Transfer in violation of Section 6.1; or

(d) If any representation and warranty contained herein or any statement or representation made in any certificate or any other information at any time given by or on behalf of Borrower or any Guarantor or furnished in connection with this Mortgage or any of the other Loan Documents shall prove to be false, incorrect or misleading in any material respect on the date as of which made, and would have a material and adverse effect on the business, operations, property or financial condition of Borrower or any Guarantor; or

(e) If Borrower fails to observe or perform, any of the other non-monetary terms, covenants or conditions to be observed or performed on Borrower's part contained in this Mortgage or any other Loan Document (except the Loan Agreement, or a term, covenant or condition the observation or performance of which is elsewhere dealt with in this Section 6.2) and such failure continues for a period of 30 days from the date after Borrower is given notice thereof (or, whenever such failure is such that it cannot be corrected within 30 days after Borrower is given notice

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thereof, if such failure continues for a reasonable period determined by Lender, not to exceed 90 days from the date after Borrower is given notice thereof, if, in the sole and absolute discretion of the Lender, Borrower is taking appropriate corrective action to cure the failure and such failure will not impair the ability of Borrower to perform its obligations under the Loan Documents nor impair the security of Lender's interest hereunder); or

(f) If any mechanics' lien is established against the Property and is not caused to be discharged or fully bonded or insured over against Borrower within 30 days of such filing; or

(g) If Borrower or any Guarantor shall liquidate, dissolve or terminate its existence; or

(h) If a receiver or Lender shall be appointed for Borrower or for any substantial part of the assets of Borrower, or any proceedings shall be instituted for the dissolution or the full or partial liquidation of Borrower, and except with respect to any such appointments requested or instituted by Borrower, such receiver or Lender shall not be discharged within 60 days of his or her appointment, and, except with respect to any such proceedings instituted by Borrower, such proceedings shall not be discharged within 90 days of their commencement; or

(i) If Borrower breaches or fails to observe or perform any of the terms, covenants or conditions to be performed by Borrower in Section 5.8 (Insurance), Section 5.2 and 5.3 (Assessments), Section 5.6 (a) or (b) (Liens, Charges and Encumbrances).

6.3 Remedies. At any time after the occurrence of an Event of Default, Lender shall be entitled to invoke any and all of the rights and remedies described below. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) **Acceleration.** Lender may declare any or all of the Secured Obligations to be due and payable immediately.

(b) **Receiver.** Lender may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.

(c) **Entry.** Lender, by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Lender may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: taking and possessing all of Borrower's or the then owner's Books and Records; entering into, enforcing, modifying, or canceling leases on such terms and conditions as Lender may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Borrower; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Lender so requests, Borrower shall assemble all

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of the Property that has been removed from the Land and make all of it available to Lender at the site of the Land. Borrower hereby irrevocably constitutes and appoints Lender as Borrower's attorney-in-fact to perform such acts and execute such documents as Lender in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Borrower's name on any instruments. Regardless of any provision of this Mortgage or the Loan Agreement, Lender shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Borrower to Lender, unless Lender has given express written notice of Lender's election of that remedy in accordance with the Illinois Uniform Commercial Code, as it may be amended or recodified from time to time.

(d) Cure; Protection of Security. Lender may cure any breach or default of Borrower, and if it chooses to do so in connection with any such cure, Lender may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Lender under, this Mortgage; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Lender's sole judgment is or may be senior in priority to this Mortgage, such judgment of Lender to be conclusive as among the parties to this Mortgage; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Loan Agreement; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Lender. Lender may take any of the actions permitted under this subsection 6.3(d) either with or without giving notice to any person.

(e) Uniform Commercial Code Remedies. Lender may exercise any or all of the remedies granted to a secured party under the Illinois Uniform Commercial Code.

(f) Judicial Action. Lender may bring an action in any court of competent jurisdiction to foreclose this instrument or to obtain specific enforcement of any of the covenants or agreements of this Mortgage.

(g) [Intentionally Deleted]

(h) Single or Multiple Foreclosure Sales. If the Property consists of more than one lot, parcel or item of property, Lender may:

(i) Designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and

(ii) Elect to dispose of the lots, parcels and/or items in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in

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any other manner Lender may deem to be in its best interests (any such sale or disposition, a “**Foreclosure Sale**,” any two or more, “**Foreclosure Sales**”).

If Lender chooses to have more than one Foreclosure Sale, Lender at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as Lender may deem to be in its best interests. No Foreclosure Sale shall terminate or affect the liens of this Mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

6.4 Credit Bids. At any Foreclosure Sale, any person, including Borrower, Lender, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Lender may settle for the purchase price by crediting the sales price of the property against the following obligations:

- (a) First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Borrower is obligated to pay or reimburse Lender under Section 5.12; and
- (b) Second, all other Secured Obligations in any order and proportions as Lender in its sole discretion may choose.

6.5 Application of Foreclosure Sale Proceeds. Lender shall apply the proceeds of any Foreclosure Sale in the following manner:

- (a) First, to pay the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Borrower is obligated to reimburse Lender under Section 5.12;
- (b) Second, to pay the portion of the Secured Obligations attributable to any sums expended or advanced by Lender under the terms of this Mortgage which then remain unpaid;
- (c) Third, to pay all other Secured Obligations, in any order and proportions as Lender in its sole discretion may choose; and
- (d) Fourth, to remit the remainder, if any, to the person or persons entitled to it.

6.6 Application of Rents and Other Sums. Lender shall apply any and all Rents collected by it, and any and all sums other than proceeds of a Foreclosure Sale which Lender may receive or collect under Section 6.3, in the following manner:

- (a) First, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Lender or any receiver;

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(b) Second, to pay all other Secured Obligations in any order and proportions as Lender in its sole discretion may choose; and

(c) Third, to remit the remainder, if any, to the person or persons entitled to it. Lender shall have no liability for any funds which it does not actually receive.

7. Miscellaneous Provisions

7.1 Additional Provisions. The Loan Documents fully state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Mortgage. The Loan Documents also grant further rights to Lender and contain further agreements and affirmative and negative covenants by Borrower which apply to this Mortgage and to the Property.

7.2 No Waiver or Cure.

(a) Each waiver by Lender must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Lender to take action on account of any default of Borrower. Consent by Lender to any act or omission by Borrower shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Lender's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not: cure or waive any breach, Event of Default or notice of default under this Mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Loan Documents have been cured); or impair the security of this Mortgage; or prejudice Lender or any receiver in the exercise of any right or remedy afforded any of them under this Mortgage; or be construed as an affirmation by Lender of any tenancy, lease or option, or a subordination of the lien of this Mortgage.

(i) Lender, its agent or a receiver takes possession of all or any part of the Property in the manner provided in subsection 6.3(c).

(ii) Lender collects and applies Rents as permitted under Sections 2.3 and 6.6, either with or without taking possession of all or any part of the Property.

(iii) Lender receives and applies to any Secured Obligation any proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Lender under this Mortgage.

(iv) Lender makes a site visit, observes the Property and/or conducts tests as permitted under Section 5.16.

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(v) Lender receives any sums under this Mortgage or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations.

(vi) Lender or any receiver invokes any right or remedy provided under this Mortgage.

7.3 Powers of Lender.

(a) Lender shall have no obligation to perform any act which it is empowered to perform under this Mortgage unless it is requested to do so in writing and is reasonably indemnified against loss, cost, liability and expense.

(b) If either Lender performs any act which it is empowered or authorized to perform under this Mortgage, including any act permitted by Section 5.8 or subsection 5.3(d), that act alone shall not release or change the personal liability of any person for the payment and performance of the Secured Obligations then outstanding, or the lien of this Mortgage on all or the remainder of the Property for full payment and performance of all outstanding Secured Obligations. The liability of the original Borrower shall not be released or changed if Lender grants any successor in interest to Borrower any extension of time for payment, or modification of the terms of payment, of any Secured Obligation. Lender shall not be required to comply with any demand by the original Borrower that Lender refuse to grant such an extension or modification to, or commence proceedings against, any such successor in interest.

(c) Lender may take any of the actions permitted under subsections 6.3(b) and/or 6.3(c) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Mortgage.

(d) From time to time, Lender may apply to any court of competent jurisdiction for aid and direction in enforcing the rights and remedies created under this Mortgage. Lender may from time to time obtain orders or decrees directing, confirming or approving acts in executing this trust and enforcing such rights and remedies.

7.4 Merger. No merger shall occur as a result of Lender's acquiring any other estate in or any other lien on the Property unless Lender consents to a merger in writing.

7.5 Joint and Several Liability. If Borrower consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Borrower's obligations under this Mortgage.

7.6 Applicable Law. This Mortgage shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its choice of law rules.

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7.7 Successors in Interest. The terms, covenants and conditions of this Mortgage shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Section 7.7 does not waive the provisions of Section 6.1.

7.8 Interpretation.

(a) Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Mortgage are for convenience only and do not define or limit any terms or provisions. The word “include(s)” means “include(s), without limitation,” and the word “including” means “including, but not limited to.”

(b) The word “obligations” is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions.

(c) No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Mortgage. The Exhibits to this Mortgage are hereby incorporated in this Mortgage.

7.9 In-House Counsel Fees. Whenever Borrower is obligated to pay or reimburse Lender for any attorneys’ fees, those fees shall include the allocated costs for services of in-house counsel.

7.10 Waiver of Marshalling. Borrower waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Each successor and assign of Borrower, including any Lender of a lien subordinate to this Mortgage, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

7.11 Severability. If any provision of this Mortgage should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Mortgage, except that if such provision relates to the payment of any monetary sum, then Lender may, at its option, declare all Secured Obligations immediately due and payable.

7.12 Notices. Borrower hereby requests that a copy of notice of default and notice of sale be mailed to it at the addresses set forth below. Those addresses are also the mailing address of Borrower as debtor under the Illinois Uniform Commercial Code. Lender’s address given below is the address for Lender as secured party under the Illinois Uniform Commercial Code.

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Addresses Where Notices To Borrower Are
To Be Sent:

Olympic-Chicago Heights Limited Partnership
33 Silver Street, Suite 300
Portland, Maine 04101

With a copy to:
Collins Nickas & Company, LLC
One Boston Place
Boston, Massachusetts 02108

Address Where Notices To Lender Are To
Be Sent:

c/o Bank of America, N.A.
Community Development Banking
DC1-701-08-05
730 15th Street, N.W., 8th Floor
Washington, D.C. 20005-1099
Attn: Alexander N. Viorst

7.13 Waiver of Homestead and Redemption. Borrower releases and waives all rights under the homestead and exemption laws of the State of Illinois. Borrower acknowledges that the Mortgaged Property does not include "agricultural real estate" or "residential real estate" as those terms are defined in 735 ILCS 5/15-1201 and 5/15-1219. Pursuant to 735 ILCS 5/15-1601(b), Borrower waives any and all rights of redemption from sale under any order of foreclosure of this Instrument, or other rights of redemption, which may run to Borrower or any other Owner of Redemption, as that term is defined in 735 ILCS 5/15-1212. Borrower waives all rights of reinstatement under 735 ILCS 5/15-1602 to the fullest extent permitted by Illinois law. **Waiver of Appraisal.** The laws of Illinois provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE PROPERTY.**

7.14 WAIVER OF TRIAL BY JURY. BORROWER AND LENDER EACH (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

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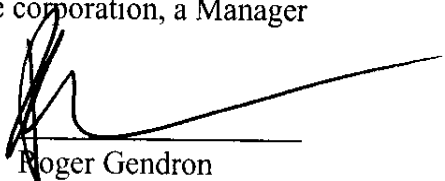
IN WITNESS WHEREOF, the party hereto has executed this Mortgage as of the date first above written.

BORROWER:

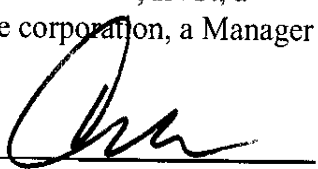
OLYMPIC-CHICAGO HEIGHTS LIMITED PARTNERSHIP, an Illinois limited partnership

By: **OLYMPIC-CHICAGO HEIGHTS MANAGEMENT LLC**, an Illinois limited liability company, its General Partner

By: **AFFORDABLE HOUSING CONSULTANTS, INC.**, a Maine corporation, a Manager

By: 
Roger Gendron
President

By: **C&N MANAGER, INC.**, a Delaware corporation, a Manager

By: 
Anthony A. Nickas
President

Property of Cook County Clerk's Office

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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss:
 COUNTY of Cook)

I, Karen A. Toth, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Roger Gendron personally known to me to be the President of Affordable Housing Consultants, Inc., a Maine corporation, Manager of Olympic-Chicago Heights Mangement, LLC, an Illinois limited liability company, General Partner of Olympic-Chicago Heights Limited Partnership, an Illinois limited partnership, 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 severally acknowledged that as such President, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of April, 2003.

Karen A. Toth
 Notary Public

Commission expires 4-15-07



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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss:
 COUNTY of Cook)

I, Karen A. Toth, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Anthony A. Nickas personally known to me to be the President of C&N Manager, Inc., a Delaware corporation, Manager of Olympic-Chicago Heights Management, LLC, an Illinois limited liability company, General Partner of Olympic-Chicago Heights Limited Partnership, an Illinois limited partnership, 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 severally acknowledged that as such President, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of April, 2003.

Karen A. Toth
 Notary Public

Commission expires 4-15-07



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Olympic Village

EXHIBIT A

Legal Description

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 707.80 FEET OF THE SOUTH 402.09 FEET THEREOF) AND (EXCEPT THE WEST 624.00 FEET), AND (EXCEPT THE EAST 27.00 FEET THEREOF HERETOFORE DEDICATED FOR DIVISION STREET BY INSTRUMENT RECORDED NOVEMBER 20, 1968 AS DOCUMENT 20681865), AND (EXCEPT THE NORTH 20.00 FEET THEREOF HERETOFORE DEDICATED FOR 209TH STREET BY INSTRUMENT RECORDED MARCH 24, 1970 AS DOCUMENT 21118273), AND EXCEPT ANY PART THEREOF FALLING IN LINCOLN HIGHWAY, IN COOK COUNTY, ILLINOIS.

31 Olympic Village
Chicago Heights, IL 60411

32-19-102-023-0000