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H:\Ruth\Dorchester City to TWG VM / RS changes

Assignment Of Mortgage And Other Loan Documents And Assumption of Regulatory Agreement ("Assignment")



Doc#: 0530734096 Fee: \$138.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/03/2005 03:23 PM Pg: 1 of 58

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

I. FOR VALUE RECEIVED, in the amount of \$527,000 and other good and valuable consideration (the "Assignment Price"), the undersigned, CITY OF CHICAGO, ILLINOIS, an Illinois municipal corporation ("Assignor"), DOES HEREBY ASSIGN, SET OVER, TRANSFER AND CONVEY to TWG FUNDING XVIII LLC, an Illinois Limited Liability Company ("Assignee"), whose address is 1144 W Fulton St., Chicago, Illinois 60607, all of Assignor's right, title and interest in, to and under the following instruments:

1. Junior Mortgage and Security Agreement ("the Security Instrument") dated June 1, 1993, made by Dorchester Way Limited Partnership, an Illinois limited partnership ("the Partnership") and American National Bank and Trust Company of Chicago, not personally but solely as trustee under that certain trust agreement dated June 24, 1992 and known as trust number 115531-04 (collectively "the Debtor"), in favor of Assignor, and recorded with the Recorder of Deeds of Cook County, Illinois ("Recorder") on June 30, 1993, as Document No. 93503864 encumbering the Property located at:

Parcel 1: 6800 – 20 S. Dorchester Ave
P.I.N.: 20-23-412-001-0000

LOTS 1 TO 8 IN BLOCK 2 IN SCAMMON AND DICKEY'S
SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF
THE SOUTH EAST QUARTER OF SECTION 23, TOWNSHIP
38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY ILLINOIS

Parcel 2: 1472-74 E. 69th St.
P.I.N. 20-23-407-030-0000

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LOT 5 IN BLOCK 2 IN THOMAS B. MARSTON'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 3: 1454-56 E. 67th Pl
P.I.N. 20-23-402-015-0000

THAT PART OF LOTS 40, 41 AND 42 IN BLOCK 4 IN BASS SUBDIVISION OF THE NORTH HALF OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 23, TOWNSHIP 38, NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 256 FEET THEREOF) DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 41 WHICH IS 53.75 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 40 AND THENCE NORTH ON A LINE PARALLEL TO THE WEST LINE OF SAID LOT 40, A DISTANCE OF 76 FEET ; THENCE IN A NORTHWESTERLY DIRECTION 65 FEET MORE OR LESS TO A POINT IN THE NORTH LINE OF SAID LOT 40, WHICH IS 25.63 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 40 THENCE EAST ALONG THE NORTH LINE OF SAID LOTS 40, 41 AND 42, A DISTANCE OF 79.44 FEET TO THE NORTH EAST CORNER OF SAID LOT 42; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 42, 134.38 FEET TO THE SOUTH EAST CORNER OF SAID LOT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 41 AND 42, A DISTANCE OF 51.38 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

2. Any and all other documents and instruments (except for the Regulatory Agreement and Modification Agreement referred to in Section V hereof below) securing that certain Note dated June 1, 1993 in the original principal amount of Three Million Five Hundred Ninety-Seven Thousand One Hundred Twenty-One and 00/100 Dollars (\$3,597,121.00) (the "Loan Amount") made by the Debtor to the order of Assignor.
3. That certain Housing Loan Agreement dated June 1, 1993 made by and between the Assignor and Debtor (the Security Instrument, the Note, and the Housing Loan Agreement, and all other documents entered into in connection with the Loan evidenced by the Note shall collectively be known herein as the "Loan Documents").
4. That certain Collateral Assignment of Beneficial Interest dated June 1, 1993 made by the Debtor for the benefit of the Assignor;

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5. That certain Assignment of Rents and Leases dated June 1, 1993 made by the Debtor in favor of Assignor, and recorded with the Recorder on June 30, 1993 as Document No. 93503865;
6. That certain Assignment of Contracts and Documents dated June 1, 1993 made by the Debtor for the benefit of the Assignor;
7. That certain Environmental Indemnity Agreement dated June 1, 1993 made by the Debtor for the benefit of the Assignor; and
8. That certain Guaranty dated June 1, 1993 executed by City Lands Corp. in favor of Assignor.

II. If on the date of this Assignment the Assignee has acquired the general partnership interest of Dorchester Way Limited Partnership as evidenced by an executed amendment to the limited partnership agreement, the Assignee shall pay to the Assignor the Assignment Price on the date hereof.

III. If on the date of this Assignment the Assignee has not acquired the general partnership interest of Dorchester Limited Way Partnership, the Assignee shall, on the date hereof, deposit the Assignment Price into an interest-bearing strict joint escrow account for the benefit of the Assignor and the Assignee with Chicago Title & Trust, a Strict Joint Order Escrow (the "Escrow Account") and pursuant to terms and conditions set forth herein. The Assignee shall bear the cost of the Escrow Account. On the date hereof the Assignor and Assignee shall both execute a joint letter of direction attached hereto as Exhibit A to disburse the Assignment Price according to the terms set forth below:

1. If the Debtor reinstates the Loan pursuant to the Illinois Mortgage Foreclosure Act, or if the Debtor otherwise cures any event or events of default under the Loan Documents by paying the necessary amount of money (the "Cure Amount") to bring the Loan current, and the Assignee accepts such reinstatement or cure, then: (a) this Assignment shall be rescinded and terminated; (b) the Assignee shall assign the Loan Documents back to the Assignor and shall execute all instruments necessary to accomplish such assignment; (c) the Assignee shall remit to the Assignor the Adjusted Cure Amount, which means, for purposes of this Assignment, the Cure Amount minus a special servicing fee in the amount of \$ 25,000.00, the Assignee's attorney's fees, and Assignee's costs and/or other advances included in the Cure Amount (the "Adjusted Cure Amount"); and (d) any and all funds held in the Escrow Account shall be disbursed to the Assignee after the Assignee has provided to the Assignor a detailed statement of the Adjusted Cure Amount which is due the Assignee and payment of the Adjusted Cure Amount.

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2. If the Assignee forecloses upon the Property pursuant to the Security Instrument and the Debtor redeems the Property by paying the amount of money necessary to redeem pursuant to the Illinois Mortgage Foreclosure Act (the "Redemption Amount"), then the Assignee shall pay to the Assignor the difference between the Loan Amount and the Assignment Price minus Assignee's attorney's fees and costs and advances. The remainder of any funds included in the Redemption Amount shall be retained by the Assignee. Any and all funds held in the Escrow Account shall be disbursed to the Assignor. Assignee shall provide to Assignor a detailed statement of the Redemption Amount including additional costs and fees.
 3. Notwithstanding the terms of paragraph 2 above, in the event that Assignee is forbidden by the foreclosure court to claim as part of its Redemption Amount any of the accrued interest set forth in the Affidavit of Delinquency filed in the foreclosure action, then any and all funds held in the Escrow Account shall be disbursed to the Assignee, and the Assignee shall pay to the Assignor the loan amount minus Assignee's attorney's fees and costs and advances.
 4. If the Assignee forecloses upon the Property pursuant to the Security Instrument and a third party bidder acquires title to the Property pursuant to an order approving the foreclosure sale, then any and all funds held in the Escrow Account shall be disbursed to the Assignor once the proceeds of the foreclosure sale have been released to the Assignee. In addition, Assignee shall pay Assignor \$ 574,000.00. This total amount reflects the current appraised value of the Property with the restrictions from that certain Regulatory Agreement noted in section IV below, [\$ 2,500,000.00], less: 1) the Assignment Price, and less 2) the Assignee's cost of purchasing the first lien \$[1,396,000.00].
 5. If the Assignee forecloses upon the Property pursuant to the Security Instrument and acquires title to the Property pursuant to an order approving the foreclosure sale, any and all of the funds held in the Escrow Account shall be disbursed to the Assignor upon the issuance of a judicial or sheriff's deed in the name of the Assignee.
 6. In the event the Assignee acquires title to the Property pursuant to a deed-in-lieu of foreclosure, a consent judgment (as that term is defined in the Illinois Mortgage Foreclosure Act) or any other similar means, any and all of the funds held in the Escrow Account shall be disbursed to the Assignor.
- IV. The Assignee hereby represents, warrants and covenants to the Assignor that if the Assignee, or any affiliated entity of Assignee or any entity owned or controlled by any of the principles of Assignee as of the date hereof (the foregoing collectively, "an Affiliate"), bids for the Property at any foreclosure sale of the Property then the Assignee (or its Affiliate) shall bid no less than the amount of the judgment of foreclosure plus additional costs and interest.

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V. In the event that the Assignee or any Affiliate shall acquire legal or beneficial title to the Property pursuant to a deed or similar instrument (the "Deed"), the Assignee or any Affiliate shall simultaneously assume all of the Debtor's obligations under that certain Regulatory Agreement dated June 1, 1993 made by and between the Assignor and Debtor

VI. In the event that the Assignee or an Affiliate shall acquire legal or beneficial title to the Property, in connection with the Assignee's assumption of all of the Debtor's obligations under the Original Regulatory Agreement and the Modification Agreement, the Assignee or its Affiliate shall simultaneously enter into a Regulatory Agreement with the Assignor in the form attached hereto as Exhibit B, record the Regulatory Agreement with the Recorder simultaneously with the recordation of the Deed, and provide the Assignor with evidence of the recordation of the Regulatory Agreement.

VII. The Assignee hereby represents, warrants and covenants to the Assignor that:

1. No current occupants of the Property leasing the Property or portions thereof ("Tenants") pursuant to Leases between the Debtor and such Tenants ("Leases") shall be displaced, removed or evicted from the Property in connection with, on account of, or as a result of the Assignee's exercise of any remedies afforded the Assignee pursuant to the Security Instrument. Nothing in this paragraph will alter the Assignee's legal right to file eviction actions against Tenants who fail to pay rent, or otherwise violate the terms of their Leases.
2. In the event that the Assignee or an Affiliate shall acquire legal or beneficial title to the Property, Assignee shall not increase the rents paid by the Tenants pursuant to the Leases except as may be permitted by the terms and conditions of the Leases, subject to the terms and conditions of the Original Regulatory Agreement and the Modification Agreement.
3. In the event that the Assignee or an Affiliate shall acquire legal or beneficial title to the Property, the Assignee or such Affiliate shall expend not less than \$629,000.00 to rehabilitate the Property as detailed in the anticipated Scope of Work attached hereto as Exhibit C, and any additional work which may be necessary as determined by Assignee's or such Affiliate's full inspection of the Property.
4. The Assignee shall proceed with the pending foreclosure proceeding of both the Security Instrument and the first priority mortgage on the Property and proceed to judgment of foreclosure, foreclosure sale and confirmation of foreclosure sale on both such mortgages. If the foreclosure action is dismissed, then (a) this Assignment shall be rescinded and terminated, (b) the Assignee shall assign the Loan Documents back to the Assignor and shall execute all instruments necessary to accomplish such assignment, and (c)

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unless the dismissal is a result of an event as provided in Section II hereof (in which event the provisions of Section II shall control as applicable), any and all funds held in the Escrow Account shall be disbursed to Assignee, and the Assignee and Assignor shall execute a joint letter of direction for this purpose.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
– SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement this 3rd day of November, 2005.

Assignor:

CITY OF CHICAGO, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION

By: _____

Printed Name: John G. Markowski

Its: Commissioner of the Department of Housing
(Title)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that **John G. Markowski**, who is the Commissioner of the City of Chicago's Department of Housing, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of the City of Chicago, Department of Housing, and in the capacity therein stated.

GIVEN under my hand this 3rd day of November, 2005.

Kimberly A. Miller
Official Seal
Kimberly A. Miller
Notary Public State of Illinois
My Commission Expires 03/28/06

Digna Castro

OFFICIAL SEAL
DIGNA CASTRO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/28/07

ACCEPTED:

TWG FUNDING XVIII LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: _____

Printed Name: Victor Michel

Its: MEMBER

BEFORE ME, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Victor Michel, who is the General Counsel for TWG Funding XVIII LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of TWG Funding XVIII LLC and in the capacity therein stated.

GIVEN under my hand this 3rd day of Nov., 2005.

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PREPARED BY AND MAIL TO:
TWG FUNDING XVIII LLC
C/O THE WOLCOTT GROUP LLC
1144 W. FULTON ST. SUITE 210
CHICAGO, ILLINOIS 60607

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EXHIBIT A

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CHICAGO TITLE AND TRUST COMPANY

171 NORTH CLARK, CHICAGO, ILLINOIS 60601

Refer to: ERIN REYNOLDS
 Phone no.: (312)223-2707
 Fax no.: (312) 223-2108

STRICT JOINT ORDER #1 ESCROW TRUST INSTRUCTIONS (EARNEST MONEY)

ESCROW TRUST NO.: D2 025117808 DATE: 11/01/05

To: Chicago Title and Trust Company, Escrow Trustee:

Customer Identification:

Seller: CITY OF CHICAGO Department of Housing

Purchaser: TWG FUNDING XVIII, LLC Property

Address: Project Reference: DORCHESTER WAY

Proposed Disbursement Date: Dependent upon the events listed in the attached Stipulation and assignment of Mortgage.

Deposits:

1. The sum of \$ 527000.00 by CHECK representing:
~~EARNEST MONEY~~

the assignment price for the Junior Mortgage and Security Agreement, executed Regulatory Agreement, copy of the assignment document, copy of the stipulation entered in Cook County Circuit Court Case Number 04CH21382.

Delivery of Deposits:

The above-referenced escrow trust deposits ("deposits") are deposited with the escrow trustee to be delivered by it only upon the receipt of a joint order of the undersigned or their respective legal representatives or assigns. The terms for delivery of the funds are contained in the stipulation entered in case #04 CH21382 and the Assignment. In no case shall the above-mentioned deposits be surrendered except upon the receipt of an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience to the court order described below.

Billing Instructions:

Escrow trust fee will be billed as follows:
 200.00 TO TWG UNLESS FINAL CLOSING IS AT CTT, THEN FEE IS WAIVED

The parties acknowledge that beginning after a period of one year from the date of this agreement, Chicago Title and Trust Company will impose an administrative maintenance fee (quarterly, semi-annually, or annually) equivalent to the fee set forth on the Company's then current rate schedule.

This fee may be deducted from the outstanding escrow balance or billed to

PLEASE NOTE: The escrow trust fee for these joint order escrow trust instructions is due and payable within 30 days from the projected disbursement date (which may be amended by joint written direction of the parties hereto). In the event no projected disbursement date is ascertainable, said escrow trust fee is to be billed at acceptance and is due and payable within 30 days from the billing date. Chicago Title and Trust Company, at its sole discretion, may reduce or waive the escrow trust fee for these joint order escrow instructions in the event the funds on deposit herein are transferred to or disbursed in connection with sale escrow trust instructions or an agency closing transaction established at Chicago Title.

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Escrow Trust No.: D2 025117808

Investment

Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto; provided that any direction to escrow trustee for such investment shall be expressed in writing and contain the consent of all parties to this escrow, and also provided that escrow trustee is in receipt of the taxpayer's identification number and investment forms as required. Escrow trustee will, upon request, furnish information concerning its procedures and fee schedules for investment.

In the event the escrow trustee is requested to invest deposits hereunder, Chicago Title and Trust Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow trust instructions.

Direction Not to Invest/Right to Commingle:

Except as to deposits of funds for which escrow trustee has received express written direction concerning investment or other handling, the parties hereto direct the escrow trustee NOT to invest any funds deposited by the parties under the terms of this escrow and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) to receive interest on funds deposited hereunder. In the absence of an authorized direction to invest funds, the parties hereto agree that the escrow trustee shall be under no duty to invest or reinvest any such funds at any time held by it hereunder; and, further, that escrow trustee may commingle such funds with other deposits or with its own funds in the manner provided for the administration of funds under said Section 2-8 and may use any part or all of such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish escrow trustee's obligation to apply the full amount of such funds in accordance with the terms of these escrow instructions.

Compliance With Court Order:

The undersigned authorize and direct the escrow trustee to disregard any and all notices, warnings or demands given or made by the undersigned (other than jointly) or by any other person. The said undersigned also hereby authorize and direct the escrow trustee to accept, comply with, and obey any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the said escrow trustee obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the escrow trustee is made a party defendant to any suit or proceedings regarding this escrow trust, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to said escrow trustee, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. The escrow trustee shall have a lien on the deposit(s) herein for any and all such costs, fees and expenses. If said costs, fees and expenses are not paid, then the escrow trustee shall have the right to reimburse itself out of the said deposit (s).

Execution:

These escrow trust instructions are governed by and are to be construed under the laws of the state of Illinois. The escrow trust instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

For Seller

Name: RUTH SOSNIAK

By: RUTH SOSNIAK

Address: 30 N. LASALLE - #700
LAW DEPARTMENT
CHICAGO, ILLINOIS 60602

Phone: (312)744-6947

Fax: (312)744-1054

Signature _____

For Purchaser:

Name: TWG FUNDING ~~XVII~~ LLC

By: VICTOR MICHEL

Address: 1144 W. FULTON ST 210
CHICAGO, ILLINOIS 60607

Phone: (312)226-2200

Fax: (312)226-8900

Signature:  _____

Accepted: Chicago Title and Trust Company, as Escrow Trustee

By: _____
Erin Reynolds

Date: _____

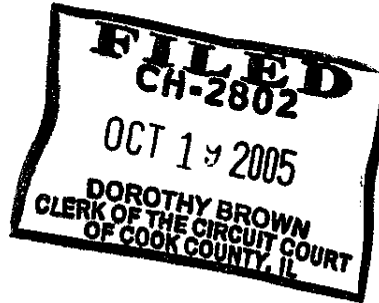
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

TWG Funding XVIII LLC, assignee of Harris Trust and Savings Bank,)
)
 Plaintiff,)

Case No.: 04 CH 21382

v.)

La Salle Bank National Association as successor trustee to American National Bank and Trust Company of City of Chicago, as Trustee u/t/a Trust No. 115531-04; Dorchester Way Limited Partnership; City of Chicago, Illinois Housing Development Authority, City Lands Corporation., n/k/a Shorebank Development Corporation, Unknown Owners and Nonrecord Claimants et. al.)



CITY OF CHICAGO, a municipal corporation,)
 Counter Plaintiff)

Case No.: 04 CH 21382

v.)

TWG Funding XVIII LLC, assignee of Harris Trust and Savings Bank et. al.,)

STIPULATION

This cause having been heard by the Court, and the Court having jurisdiction over the parties and the subject matter in this foreclosure action:

TWG Funding XVIII LLC (“TWG”), plaintiff and counter-defendant in this cause, and the City of Chicago (“City”), a municipal corporation, defendant and counter-plaintiff, **stipulate** to the following:

1. On December 8, 2004, Harris Trust and Savings Bank assigned its interest as Mortgagee on a certain Construction Mortgage, Security Agreement and Financing Statement dated June 1, 1993 and recorded in the Office of the Cook County Recorder of Deeds on June 30, 1993 as document number 93503862 to TWG. This mortgage and the documents related to it are the subject of the above captioned foreclosure.
2. On June 1, 1993, a Junior Mortgage and Security Agreement was made by Dorchester Way Limited Partnership, an Illinois limited partnership, (“Dorchester”) in favor of the City which was subordinate to the Harris Mortgage. This mortgage was made by Dorchester an Illinois limited partnership, and American National Bank and Trust Company of Chicago, not personally but solely as trustee under that certain trust agreement dated June 24, 1002 and known as Trust No. 115531-04 (collectively known as the “Borrower”), and recorded on June 30, 1993 in the Office of the Cook County Recorder of Deeds as document number 93503864.
3. Both of these mortgages encumber three properties commonly known as: (1) 6800-20 S. Dorchester Avenue; (2) 1472-74 E. 69th Street; and (3) 1454-56 E. 67th Place, Chicago, IL 60637. With property index numbers of 20-23-412-001, 20-23-407-030 and 20-23-402-015 respectively.

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4. On December 22, 2004 TWG filed the above captioned foreclosure case. On February 9, 2005 the City filed an answer and counterclaim based upon its Junior Mortgage.

5. In settlement of the foreclosure against the City and the City's Counterclaim, the City and TWG have agreed to the terms set forth below.

6. As explained in paragraph 7, the City will assign its Note and Junior Mortgage and Security Agreement, described in paragraph 2 above to TWG. If at the time of assignment TWG is the General Partner of Dorchester, TWG shall pay to the City \$527,000.00 (Assignment Price). If at the time of the assignment, TWG is not the General Partner of Dorchester, an escrow shall be established with Chicago Title by TWG and the City into which TWG will deposit the amount of \$527,000.00 (the "Assignment Price").

7. Upon payment by certified check to the City or creation of the escrow, the CITY OF CHICAGO, ("Assignor"), will cause the Commissioner of the City of Chicago's Department of Housing to assign, set over, transfer and convey to TWG FUNDING XVIII LLC ("Assignee"), all of Assignor's right, title and interest in, to and under the Junior Mortgage described in paragraph 2 above. This assignment includes the assignment of any and all other documents and instruments (except for the Regulatory Agreement and Modification Agreement referred to in Section 8 *infra*) securing the above referenced mortgage dated June 1, 1993.

This assignment does not alter the amount due under the Security Instrument or any of the other related loan documents.

8. In the event that the Assignee, its successors or assigns, shall acquire legal or beneficial title to the Property, or a partnership interest in the Dorchester, the Assignee shall simultaneously assume all of the Borrower's obligations under:

- a. That certain Regulatory Agreement dated made by and between the Assignor and Borrower on June 1, 1993; and
- b. Simultaneously with the recording of the deed, or signing of the partnership agreement the Assignee shall record a previously executed Regulatory Agreement, the terms of which shall be agreed to at the time of the assignment and provide the Assignor with evidence of the recordation of the Regulatory Agreement.

9. If any of the following events occur TWG shall immediately provide written notification to the City of Chicago Department of Law, and the holder of the Chicago Title escrow account:

- a. Any payment of the delinquency, monetary or non-monetary cure or redemption of the loan by the debtor or any other party.
- b. Dismissal of the foreclosure case.
- c. Date and place of the judicial sale.

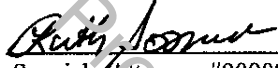
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d. Name and address of the successful bidder, and whether it is an outside bidder, or the assignee.

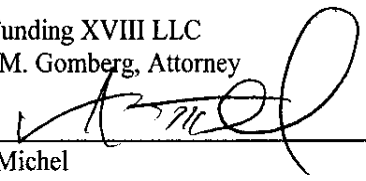
10. All other terms of the assignment are set forth between the parties in a document to be executed between them promptly upon entry of this stipulation. No other parties to this suit need to agree to the execution of this assignment in order for it to be valid.

11. Once the parties have executed the assignment, the parties will move this court to enter the attached order.

City of Chicago
Mara S. Georges, Corporation Counsel

By: 
Ruth Sosniak, Attorney #90909
Assistant Corporation Counsel
30 N. La Salle Suite 700
Chicago, IL 60602
(312)744-8791

TWG Funding XVIII LLC
Robert M. Gomberg, Attorney

By: 
Victor Michel
General Counsel TWG Funding XVIII LLC
1144 West Fulton Street, Suite 210
Chicago, IL 60607
(312) 226-2200

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EXHIBIT **B**

THE REGULATORY AGREEMENT

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**THIS INSTRUMENT WAS PREPARED
BY AND AFTER RECORDING RETURN**

**TO: TWG Funding XVIII LLC
c/o The Wolcott Group LLC
1144 W. Fulton Street Suite 210**

Chicago, Illinois 60626

Property Address:

**6800-20 S. Dorchester Avenue, 1472-74 E. 69th Street, 1454-56 E. 67th Place
Chicago, Illinois**

H:/Ruth /DOH Defense Cases/ Dorchester / Regulatory Agreement Draft 2 VM and RS changes

REGULATORY AGREEMENT

This **REGULATORY AGREEMENT** (this "Agreement"), is made and entered into as of this ____ day of _____, 2005, by and between **TWG FUNDING XVIII LLC**, an Illinois limited liability company ("TWG"), and the **CITY OF CHICAGO, ILLINOIS**, an Illinois municipal corporation (the "City") by and through its Department of Housing, having its principal office at 33 South La Salle Street, Chicago, Illinois 60602.

WITNESSETH:

WHEREAS, on June 1, 1993, Dorchester Way Limited Partnership, an Illinois limited partnership and American National Bank and Trust Company of Chicago, not personally but solely as trustee under that certain trust agreement dated June 24, 1992 and known as trust number 115531-04 (collectively known as the "Debtor") executed and delivered to the City a Note in the principal amount of \$ 3,597,121.00 (the "City Note") which evidences a loan from the City to the Debtor in the principal amount of \$ 3,597,121.00 (the "City Loan"), and a Junior Mortgage and Security Agreement made in favor of the City dated as of June 1, 1993 encumbering three properties commonly known as **6800-20 S. Dorchester Avenue, 1472-74 E. 69th Street, and 1454-56 E. 67th Place, all in Chicago, Illinois** (the "Real Estate"), which are legally described on Exhibit "A" attached hereto (the "City Mortgage") and identified by the respective property index numbers: 20-23-412-001, 20-23-407-030 and 20-23-402-015, from the Debtor to the City, which City Mortgage was recorded in the Cook County Recorder's Office (the "Recorder") on June 30, 1992 as Document No. 93503864, to secure repayment of the City Loan and the City Note; and

WHEREAS, in connection with the City Loan, the Debtor executed and delivered to the City, among other documents, a Regulatory Agreement dated as of June 1, 1993 (the "Original Regulatory Agreement"), by and between the City and the Debtor encumbering the Real Estate, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, the City has assigned and sold the City Loan to the first priority mortgage holder, TWG (the "Sale"), pursuant to the settlement of litigation; and

WHEREAS, TWG is the fee owner of the Real Estate; and

WHEREAS, as a condition of the Sale, TWG has agreed to comply with all of the terms,

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covenants and restrictions of the Original Regulatory Agreement and;

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Incorporation.** The foregoing recitals and the terms, covenants, and agreements set forth in the Original Regulatory Agreement are incorporated in this Agreement and shall have the same force and effect as if set forth in full herein.

2. **Agreement.** TWG shall comply with this Agreement and specifically, all of the terms, covenants and restrictions of the Original Regulatory Agreement entered into by and between the Debtor and the City.

3. **Term of Agreement; Covenants Run with Development; Termination; Business Relationships; Events of Default and Remedies.**

A. This Agreement and the Original Regulatory Agreement incorporated herein shall remain in full force and effect until the "Termination Date" as defined in the Original Regulatory Agreement;

B. This Agreement and the Original Regulatory Agreement incorporated herein shall encumber the Real Estate and be binding on any other future owners of the Real Estate and the holder of any legal, equitable or beneficial interest in it until the Termination Date.

C. On or after the Termination Date, the City and TWG shall release this Agreement, the Original Regulatory Agreement, upon TWG's written request to the City to execute said release.

D. In the event of a conflict between any of the provisions of the Original Regulatory Agreement, and/or this instrument, the provisions of this instrument shall override and control.

E. Notwithstanding any of the foregoing, any provision of the Original Regulatory Agreement which is intended, pursuant to the terms of the Original Regulatory Agreement, to survive beyond the Termination Date (as defined above), including but not limited to Sections 2.15, 2.16 and 2.17 of the Original Regulatory Agreement, shall survive beyond the Termination Date.

F. Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a [Business Relationship] (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council

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meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to this Regulatory Agreement, or in connection with the transactions contemplated thereby, shall be grounds for termination of this Regulatory Agreement and the transactions contemplated thereby. TWG hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Regulatory Agreement or the transactions contemplated thereby. In the event of a breach of this section by TWG the default provisions set forth in paragraph G below control and TWG shall pay to the City the default payment as defined therein.

G. In the event of a breach by TWG of TWG's obligations hereunder, TWG shall pay to the City \$[2,937,527.28] which is comprised of, the current principal due, \$3,454,527.28 less the assignment price of, \$527,000.00 (the "Default Payment"), subject to the following: the Default Payment shall be reduced monthly by \$ 13,127.93 of the original amount of the Default Payment as set forth above for 223 consecutive months commencing on November 1, 2005 and on the first day of each month thereafter until June 1, 2024 Notwithstanding the above, no default will occur after the Termination Date.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
– SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their authorized officers as of the day and year first above written.

TWG FUNDING XVIII LLC, an Illinois limited liability company

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Printed Name: Victor Michel
Its: Manager-Member

By: _____
John G. Markowski
Commissioner of the City of Chicago
Department of Housing

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that _____, personally known to me to be a Member of TWG FUNDING XVIII LLC, an Illinois limited liability company 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 he signed and delivered the said instrument in his capacity as a Member of TWG FUNDING XVIII LLC, an Illinois as his free and voluntary act and deed and as the free and voluntary act and deed of _____, as Member, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2005.

 Notary Public

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that John G Markowski, personally known to me to be the Commissioner of the City of Chicago Department of Housing of the CITY OF CHICAGO, 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 he signed and delivered the said instrument in his capacity as Commissioner of the Department of Housing of the CITY OF CHICAGO as his free and voluntary act and deed and as the free and voluntary act and deed of the CITY OF CHICAGO for the uses and purposes therein set forth.

| Given under my hand and official seal this ____ day of _____, 2005.

Notary Public

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This document prepared by
and when recorded return to:
Cynthia C. Shawamreh, Esq.
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 1st day of June, 1993 (this "Regulatory Agreement"), by and between 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 Dorchester Way Limited Partnership, an Illinois limited partnership (the "Partnership"), having its offices at 5100 West Harrison Street, Chicago, Illinois 60644, and American National Bank and Trust Company of Chicago, not personally but solely as trustee under that certain trust agreement dated June 24, 1992 and known as trust number 115531-04 (the "Trustee") (the Partnership and the Trustee are hereinafter collectively referred to as the "Borrower").

WITNESSETH

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 \$40,354,000 of HOME Investment Partnership Program ("HOME Program") grant funds for federal fiscal year 1992, 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

WHEREAS, the City intends to loan \$3,597,121 of HOME Program funds (hereinafter referred to as the "Loan") to the Borrower for the purposes set forth below, and has requested that DOH administer the Loan; and

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WHEREAS, the Borrower will utilize the Loan proceeds to rehabilitate the buildings located at 6800-20 South Dorchester Avenue, 1472-74 East 69th Street and 1454-56 East 67th Place, Chicago, Illinois 60637 into 87 multi-family residential dwelling units (the "Project"), wherein 87 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, the Borrower has received an allocation of low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986 (the "Tax Credits") in an amount of \$285,443.26 from DOH in connection with the Project; and

WHEREAS, as a specific condition precedent to the Borrower receiving the Loan and in connection with the allocation of Tax Credits to the Project, 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.

"Annual Owner's Certification" shall mean the report from the Borrower in substantially the form set forth in Schedule I attached hereto and hereby made a part hereof, as the same may be amended from time to time.

"Applicable Fraction" shall have the meaning assigned to such term in Section 42(c)(1)(B) of the Code.

"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 Trustee and the Partnership, 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.

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"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.

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

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and all applicable regulations or rulings thereunder.

"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.

"Compliance Period" shall mean the period of fifteen taxable years beginning with the first taxable year of the Credit Period.

"Correction Period" shall have the meaning assigned to such term in Section 7.7 hereof.

"Credit Period" shall mean the 10-year period described in Section 42(f) of the Code.

"Davis-Bacon Act" shall mean 40 U.S.C. Section 276a-5.

"Debarment Certification" 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.

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

"Eligible Costs" shall mean those costs for which HOME Funds may be used to pay, as described in 24 C.F.R. Section 92.206.

"Extended Use Period" shall mean the "extended use period" (within the meaning of Section 42(h)(6)(D) of the Code) for the Project.

"Extended Use Period Termination Date" shall mean the fifteenth anniversary of the last day of the Compliance Period.

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

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"First Reporting Date" shall mean the earlier of (a) October 1 of the first year of the Compliance Period, or (b) the first October 1 following completion of rehabilitation of the Project.

"Foreclosure Date" shall mean the date of a Transfer.

"Gross Rent" shall have the meaning assigned to such term in Section 42(g) of the Code.

"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 fifteenth anniversary of the Completion Date.

"Imputed Income Limitation" shall have the meaning assigned to such term in Section 42(g) of the Code.

"Increased-Income Unit" shall have the meaning given to such term in Section 2.10(b) hereof.

"Last Reporting Date" shall mean the later of (a) the first October 1 following the end of the Compliance Period, or (b) the first October 1 following the end of the Project Term.

"Loan" shall mean a loan by the City to the Borrower in the principal amount of \$3,597,121 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 higher or lower than 80% of the Chicago-

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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 87 units in the Project financed with HOME 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.

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

"Noncompliance Condition" shall have the meaning assigned to such term in Section 7.7 hereof.

"Noncompliance Notice" shall have the meaning assigned to such term in Section 7.7 hereof.

"People" shall have the meaning assigned to such term in Section 2.32 hereof.

"Permitted Tenants" shall have the meaning assigned to such term in Section 7.4 hereof.

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

"Plan" shall mean the Housing Tax Credit Plan of the City for the year 1992 pursuant to which Tax Credits were allocated to the Project.

"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 2.7, 2.21, 2.22, 2.23, 6.2, 7.4, 7.7 and 16 hereof, through and including the Termination Date.

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

"Repayment Date" shall mean the date as of which the principal of and default interest, if any, on the Loan and all other amounts due and payable to the City under the Loan Documents shall have been paid in full (or deemed by the City in its sole discretion to have been paid in full).

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"Renewal Date" shall have the meaning given to such term in Section 6.2(b) hereof.

"Request Date" shall mean a date (which shall be after the last day of the fourteenth year of the Compliance Period) on which the Borrower submits a written request to DOH or the City to find a Person to acquire the Borrower's interest in the Tax Credit Eligible Units.

"Search Period" shall mean the one-year period commencing on a Request Date.

"Search Period Expiration Date" shall mean the last day of the Search Period, but only if the City is not able to present during such Search Period a "qualified contract" (within the meaning of Section 42(h)(6)(F) of the Code) for the acquisition of the Tax Credit Eligible Units by any Person who will continue to operate the Tax Credit Eligible Units as a "qualified low-income building" (within the meaning of Section 42(c)(2) of the Code).

"Senior Lender" shall mean Harris Trust and Savings Bank, with offices located at 111 West Monroe Street, Chicago, Illinois and its successors and assigns.

"Senior Loan" shall mean a loan by the Senior Lender to the Borrower in the principal amount of \$1,598,400 for financing a portion of the costs of the Project.

"Senior Mortgage" shall mean that certain Construction Mortgage, Security Agreement and Financing Statement dated as of June 1, 1993 granted by the Borrower to the Senior Lender and securing repayment of the Senior Loan.

"State" shall mean the State of Illinois.

"Tax Credit Eligible Families" shall mean and include individuals, groups of unrelated individuals or families whose adjusted annual income does not exceed the Tax Credit Income Limit.

"Tax Credit Eligible Units" shall mean those units in the Project which will be occupied by or available for occupancy to Tax Credit Eligible Families.

"Tax Credit Income Limit" shall mean 60% of the Chicago-area median income, adjusted for family size, as such adjusted income and area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.

"Tax Credit Termination Date" shall mean the earliest to occur of (a) the Foreclosure Date, (b) the Search Period Expiration Date or (c) the Extended Use Period Termination Date; provided, however, that the "Tax Credit Termination Date" shall

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not mean the Foreclosure Date if such transfer of the Project by foreclosure or an instrument in lieu of foreclosure is part of an arrangement with the Borrower a purpose of which is to terminate the Extended Use Period.

"Tenant Certification" shall have the meaning assigned to such term in Schedule I hereto.

"Termination Date" shall mean the latest to occur of (a) the HUD Restrictions Termination Date, (b) the Repayment Date, or (c) the Tax Credit Termination Date.

"Three-Year Period" shall mean a period commencing on the Tax Credit Termination Date (but only if the Tax Credit Termination Date shall be the Foreclosure Date or the Search Period Expiration Date) and ending on the third anniversary thereof.

"Transfer" shall mean the transfer of the Project (a) by foreclosure of the Senior Mortgage (or, if the City so elects, of the Mortgage), or (b) by an instrument in lieu of foreclosure of the Senior Mortgage (or, if the City so elects, of the Mortgage).

"URA" shall have the meaning assigned to such term in Section 2.32 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 limit shall apply to this definition.

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.

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Section 92.214. 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. At least 87 of the units in the Project shall be Tax Credit Eligible Units.

2.2 The census tract location of the Project is 4303. 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. 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 Each unit in the Project shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation (unless the Project qualifies as a single-room occupancy project or transitional housing for the homeless, in which case such unit(s) shall comply with the applicable requirements of Section 42 of the Code).

2.4 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.

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

<u>Number of Bedrooms</u>	<u>Number of Units</u>
one-bedroom	6
two-bedroom	31
three-bedroom	36
four-bedroom	14

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

<u>Number of Bedrooms</u>	<u>Number of Units</u>
one-bedroom	6
two-bedroom	31
three-bedroom	36
four-bedroom	14

(c) The Tax Credit Eligible Units in the Project shall consist of the following:

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<u>Number of Bedrooms</u>	<u>Number of Units</u>
one-bedroom	6
two-bedroom	31
three-bedroom	36
four-bedroom	14

(d) The principal amount of the Loan (i. e., \$3,597,121) divided by the total number of units in the Low-Income Project (i. e., 87) equals \$41,346.22 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).

(e) 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., \$8,167,598), as shown below, is greater than the principal amount of the Loan (i. e., \$3,597,121):

<u>No. of Bedrooms</u>	<u>No. of Units</u>	<u>Maximum Subsidy</u>	<u>Product</u>
Studios	0	\$ 57,230	\$ 0
One Bedroom	6	65,603	393,618
Two Bedroom	31	79,772	2,472,932
Three Bedroom	36	103,198	3,715,128
Four + Bedroom	14	113,280	<u>1,585,920</u>
		TOTAL:	\$8,167,598

(f) The Applicable Fraction for each building that is part of the Project shall be, for each taxable year in the Extended Use Period, not less than the following amount:

<u>Building Address</u>	<u>Applicable Fraction</u>
6800-20 South Dorchester Avenue	100%
1472-74 East 69th Street	100%
1454-56 East 67th Place	100%

2.6 (a) Subject to Section 2.10(a) hereof, all of the Tax Credit Eligible Units shall be, after completion of the rehabilitation of the Project, occupied or available for occupancy by Tax Credit Eligible Families.

(b) Subject to Sections 2.10(c) and 2.12 hereof, all of the units in the Low-Income Project shall be, after completion of the rehabilitation of the Project, occupied by households who are Low-Income Families. [§92.252 (a)(3)]

2.7 Prior to the Tax Credit Termination Date, the Gross Rent charged each month for any Tax Credit Eligible Unit shall not exceed at any time 30% of the Imputed Income Limitation applicable to such Tax Credit Eligible Unit. Following the Tax Credit Termination Date, but only if the Tax Credit Termination Date is a Foreclosure Date or the Search Period Expiration Date,

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the rent increase restriction contained in Section 42(h)(6)(E)(ii) of the Code shall apply to each Tax Credit Eligible Unit for the Three-Year Period; if such Foreclosure Date or Search Period Expiration Date is the Termination Date, such rent increase restriction shall survive beyond the Termination Date for the duration of the Three-Year Period.

2.8 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 65% 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, HUD may establish an income ceiling higher or lower than 65% 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)(1)]

2.9 A minimum of 10% 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)]

2.10 (a) For purposes of satisfying the requirements set forth in Section 2.6(a) above, a Tax Credit Eligible Unit occupied by a Tax Credit Eligible Family whose income has exceeded the applicable Tax Credit Income Limit after initial occupancy of such Tax Credit Eligible Unit by such Tax Credit Eligible Family shall, subject to paragraph (b) of this Section, be deemed to comply with Section 2.6(a) hereof if the rent for such Tax Credit Eligible Unit complies with Section 2.7 hereof.

(b) A Tax Credit Eligible Unit (the "Increased-Income Unit") occupied by a Tax Credit Eligible Family whose income has increased above 140% of the Tax Credit Income Limit shall be deemed to comply with Section 2.6(a) hereof if the rent for the Increased-Income Unit complies with Section 2.7 hereof but only if the next available unit in the Project of a comparable size with or smaller than the Increased-Income Unit is occupied by a new tenant who is a Tax Credit Eligible Family.

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(c) Sections 2.6(b) and 2.9 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.

2.11 The rents described in Sections .8 and 2.9(b) 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)]

2.12 100% 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, adjusted for family size, as determined by HUD. 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. [§92.216]

2.13 (a) The Tax Credit Eligible Units in the Project shall be made available for lease by members of the general public and the Borrower shall not give preference (in a manner which violates any applicable fair housing or civil rights statutes or regulations) in renting Tax Credit Eligible Units in the Project to any particular class or group of individuals other than Tax Credit Eligible Families as provided herein.

(b) 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)]

2.14 All tenant leases for Tax Credit Eligible Units and the Low-Income Project 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 Tenant Certification 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,

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the City or HUD, and that the failure to provide accurate information in the Tenant Certification 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.

2.15 All tenant leases for Tax Credit Eligible Units shall be for a period of not less than six months; provided, however, that notwithstanding the foregoing, each tenant lease for a Tax Credit Eligible Unit constituting a "single-room occupancy unit" within the meaning of Section 42(i)(3)(B)(iv) of the Code shall be for a period of not less than one month.

2.16 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

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- (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)]

2.17 (a) 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)]

(b) The Borrower shall not evict or terminate the tenancy of any tenant of a Tax Credit Eligible Unit other than for good cause.

2.18 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)]

2.19 All tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Borrower which is unrelated to the 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.

2.20 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

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inspect the Project at all reasonable times and access thereto shall be permitted for that purpose.

2.21 The Borrower shall obtain and keep the records required under the Plan and 26 C.F.R. Section 1.42-5(b) for the periods described therein. This covenant shall survive beyond the Termination Date.

2.22 The Borrower shall obtain and maintain on file during the Project Term a sworn and notarized Tenant Certification 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 Tenant Certification shall be kept on file with the Borrower until three years after the end of the Project Term; this covenant shall survive beyond the Termination Date. The Borrower shall assist each of the tenants in the Low-Income Project in completing the Tenant Certification by referring to the instructions on Exhibit D to Schedule I hereto. [§92.508(c)(3)]

2.23 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 Report executed by the Borrower, commencing on the First Reporting Date and on each October 1 thereafter through and including the Last Reporting Date. This covenant shall survive beyond the Termination Date.

2.24 The Borrower shall provide to the City a tenant profile (in the form provided to the Borrower by DCU) for each Low-Income Family for each unit in the Low-Income Project and for each Tax Credit Eligible Unit within 30 days after such unit is leased to such tenant(s) (or, for units occupied by Low-Income Families or Tax Credit Eligible Families as of the date hereof, within 30 days from the date hereof). For each unit in the Low-Income Project, promptly after the first leasing of each 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 moving into each such unit initially after completion of rehabilitation of the Project, and (b) the applicants for tenancy of each such unit within 90 days following the Completion Date. For each subsequent leasing of each such 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 each such unit. [§92.508(a)(5)(A)]

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2.25 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.

2.26 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 2.8 or 2.9, and (ii) Section 2.6 hereof.
[§92.256, 92.255]

2.27 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.

2.28 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

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practicable, and (2) the prompt notification in writing to any rejected applicant of the grounds for any rejection. [§92.253(e)]

2.29 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.

2.30 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 applicable 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 8; (d) the applicable 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 applicable requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) as described in Section 2.31 hereof; and (f) the applicable requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and Executive Order 12138 (concerning Women's Business Enterprise). [§92.35]

2.31 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.

2.32 The Borrower shall take all reasonable steps to minimize the displacement of Families, individuals, businesses,

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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, 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)) to be provided with relocation assistance 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]

2.33 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)]

2.34 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, 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]

2.35 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.

2.36 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, 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

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the Project and (b) members of an eligible Family who provide labor in lieu of, or as a supplement to, rent payments. [§92.354]

2.37 Following rehabilitation and throughout the Project Term, all of the units in the Project shall be suitable for occupancy and 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]

2.38 Following 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]

2.39 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]

2.40 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)]

2.41 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]

2.42 No individual who is an employee, agent, consultant, officer or elected or appointed official of the City (and no individual 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]

2.43 Except as otherwise disclosed to the City in writing, all of the statements, representations and warranties of the Borrower contained in (i) the Borrower's application for the Loan, (ii) the Borrower's application for Tax Credits, and (iii) 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.

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

2.45 The Borrower agrees that it will pay any reasonable fee which the City may hereafter assess in its sole discretion to underwrite the costs of monitoring activities performed by the City in connection with the Tax Credits allocated for the Project.

2.46 The Project shall constitute, during each year of the Extended Use Period, a "qualified low-income housing project" as defined in Section 42 of the Code, commencing with the first year of the Compliance Period and continuing until the end of the Extended Use Period.

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, Tax Credit Eligible Families 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 (i) each potential tenant in the Low-Income Project qualifies as a Low-Income Family, and (ii) each potential tenant for a Tax Credit Eligible Unit qualifies as a Tax Credit Eligible Family, and that in making each such determination, the Borrower shall exercise due diligence.

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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 (provided that such prohibition against sale, transfer, or disposition of the Project shall not apply and no such permission by the City shall be required, at any time following the later to occur of (i) the final day of the Compliance Period, or (ii) the date when the Loan and all other indebtedness outstanding to the City in connection with the Project has been repaid to the City in full). 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 2.7, 2.21, 2.22, 2.23, 6.2, 7.4, 7.7 and 16 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 2.7, 2.21, 2.22, 6.2(b) and (c), 7.4, 7.7 and 16 hereof and on or before the HUD Restrictions Termination Date, the terms and provisions of this Regulatory Agreement shall be suspended as of the Foreclosure Date subject to the following conditions:

- (i) the Foreclosure Date shall be on or after the Tax Credit Termination Date; and
- (ii) the Transfer on the Foreclosure Date shall:
 - (1) recognize 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

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- (2) not be for the purpose of avoiding low-income affordability restrictions pertaining to the Project, as determined by HUD.

(b) If at any time following the occurrence of a suspension of the terms and provisions of this Regulatory Agreement pursuant to Section 6.2(a) hereof, 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 as of the date (the "Renewal Date") the Borrower or any Associated Person obtains such interest. If a Renewal Date shall occur on or after the Tax Credit Termination Date, the terms and provisions of Sections 2.5(c), 2.5(f), 2.6(a), 2.7, 2.10(a), 2.10(b), 2.13(a), 2.15, and 2.46 and the last sentence of Section 2.1 hereof shall, subject to Sections 2.7, 2.21, 2.22, 2.23, 6.2(c), 7.4, 7.7 and 16 hereof, cease and terminate as of such Renewal Date.

(c) Neither (1) the suspension of the terms and provisions of this Regulatory Agreement pursuant to Section 6.2(a) hereof, (2) the termination of the terms and provisions of this Regulatory Agreement pursuant to Section 6.2(d) hereof, nor (3) the occurrence of the Tax Credit Termination Date or of a Renewal Date, shall be construed to permit, during the Three-Year Period, either (i) the eviction or termination of the tenancy (other than for good cause) of an existing tenant of any Tax Credit Eligible Unit, or (ii) any increase in the Gross Rent with respect to any Tax Credit Eligible Unit not otherwise permitted under Section 42 of the Code.

(d) Subject to the provisions of Sections 2.7, 2.21, 2.22, 2.23, 6.2(c), 7.4, 7.7 and 16 hereof and prior to the Termination Date, the terms and provisions of this Regulatory Agreement shall cease and terminate upon a Transfer, subject to the following conditions:

(i) if the Transfer shall occur prior to the HUD Restrictions Termination Date, the terms and conditions hereof shall cease and terminate as of the HUD Restrictions Termination Date, but only if the HUD Restrictions Termination Date shall occur on or after the Tax Credit Termination Date,

(ii) if the Transfer shall occur on or after the HUD Restrictions Termination Date and after the Tax Credit Termination Date, the terms and conditions hereof shall cease and terminate on the date of such Transfer, and

(iii) if the Transfer shall occur on or after the HUD Restrictions Termination Date and on or prior to the Tax Credit Termination Date, the terms and provisions hereof shall cease and terminate as of the Tax Credit Termination Date.

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6.3 Notwithstanding any other provision herein to the contrary, upon the occurrence of a Foreclosure Date (which shall be on or after the Tax Credit Termination Date), the provisions of Sections 2.21, 2.22 and 7.7 hereof shall not apply to any Person then holding title to the Project unless such Person shall be claiming on its federal income tax return any of the Tax Credits allocated to the Project. Notwithstanding any other provision herein to the contrary, upon the occurrence of a Foreclosure Date which shall be (i) on or after the Tax Credit Termination Date and (ii) on or after the HUD Restrictions Termination Date, the provisions of Sections 2.23 and 16 hereof shall not apply to any Person then holding title to the Project unless such Person shall be claiming on its federal income tax return any of the Tax Credits allocated to the Project. Notwithstanding any other provision herein to the contrary, upon the suspension of the terms and provisions of this Regulatory Agreement pursuant to Section 6.2 (a) hereof, the provisions of Section 16 hereof shall not apply during the period of such suspension to any Person then holding title to the Project unless such Person shall be claiming on its federal income tax return any of the Tax Credits allocated to the Project.

SECTION 7. ENFORCEMENT.

7.1 Subject to Section 7.7 hereof, 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 following notice thereof from City to Borrower (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 partial 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)]

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7.3 All fees, costs and expenses of the City incurred in taking any action pursuant to this Section 7 shall be the sole responsibility of the Borrower.

7.4 The Borrower and the City each acknowledge that a primary purpose of requiring the Borrower to comply with the restrictions provided in this Regulatory Agreement is to assure compliance of the Project and the Borrower with Section 42 of the Code and for that reason the Borrower, in consideration of receiving Tax Credits for the Project, agrees and consents that the City and any Permitted Tenant shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Borrower of its obligations under this Regulatory Agreement in a court of competent jurisdiction. To the extent permitted by law, all individuals who are or may qualify as Tax Credit Eligible Families with respect to the Project (whether as prospective, present or former Tenants of the Project) (the "Permitted Tenants") shall have the right to enforce in any court of the State the requirement of Section 2.5(f) hereof and the terms of Section 6.2(c) hereof. Upon the occurrence of a Foreclosure Date (which shall be on or after the Tax Credit Termination Date), the rights granted to Permitted Tenants as described in the immediately preceding sentence shall terminate as of the end of the Three-Year Period.

7.5 The Borrower further specifically acknowledges that the beneficiaries of the Borrower's obligations hereunder cannot be adequately compensated by monetary damages in the event of any breach or violation of any of the foregoing representations or covenants.

7.6 Notwithstanding anything in this Regulatory Agreement to the contrary, upon any failure of the Borrower to comply fully with the Code, the covenants and agreements contained herein or with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of the Treasury, the Internal Revenue Service or the City from time to time pertaining to the obligations of the Borrower as set forth therein or herein, the City may, in addition to all of the remedies provided by law or in equity, request the Internal Revenue Service to decertify the Project for Tax Credit dollars and to immediately commence recapture of the Tax Credit dollars heretofore allocated to the Project.

7.7 The City shall provide prompt written notice (a "Noncompliance Notice") to the Borrower if the City (a) does not receive from the Borrower an Annual Owner's Certification when due, (b) is not permitted to inspect, as provided in Section 16 hereof, the records maintained by the Borrower pursuant to Section 2.21 hereof, or (c) discovers by inspection, review or in some other manner that the Project is not in compliance with the provisions of Section 42 of the Code. The Noncompliance Notice shall specify a period (the "Correction Period") during which the Borrower is

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required to correct the condition (the "Noncompliance Condition") causing the production of the Noncompliance Notice. After the end of the Correction Period (and within 45 days of the end of such period), the City shall file with the Internal Revenue Service Form 8823 describing the Noncompliance Condition, and whether or not the Noncompliance Condition shall have been corrected during the Correction Period. Notwithstanding any other provision herein to the contrary, this Section 7.7 shall survive beyond the Termination Date, if the Termination Date shall occur prior to October 1 of the second calendar year following the end of the Compliance Period, and shall not be suspended as of the Foreclosure Date pursuant to Section 2(a) hereof.

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, the Borrower shall immediately transmit it to the City showing the date and recording number of record. The Borrower agrees that the City may withhold the Internal Revenue Service Form 8609 with respect to the Project unless and until the City has received the recorded executed original of this Regulatory Agreement.

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. In the event that such covenants, reservations and restrictions terminate

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pursuant to the provisions of Section 6 hereof, the City, upon such determination and upon a written request from the Borrower, the Senior Lender or the Junior Lender, shall record a release of this Regulatory Agreement, at the expense of the party requesting such release.

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 National Affordable Housing Act, the HOME Regulations or Section 42 of the Code, the requirements of the National Affordable Housing Act, the HOME Regulations or Section 42 of the Code, 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 HOME Regulations and Section 42 of the Code.

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

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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: Dorchester Way Limited Partnership
c/o City Lands Corp.
5100 West Harrison Street
Chicago, Illinois 60644

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

and

Chicago Equity Fund 1992
Partnership
c/o Chicago Equity Fund, Inc.
One E. Superior Street, Suite 604
Chicago, Illinois 60611

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. EFFECTIVE DATE.

For purposes of Section 42 of the Code, this Regulatory Agreement shall be deemed to be in effect as of the date first set forth above.

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SECTION 16. RIGHT TO INSPECT.

The Borrower agrees that the City shall have the right to perform an on-site inspection of the Project and to review the records maintained by the Borrower or its agent as described in Section 2.21 hereof, upon 30 days' prior notice by the City to the Borrower, at least annually during each year of the longer of the Project Term or the Compliance Period. If the Compliance Period shall be longer than the Project Term, the requirements of this Section shall survive beyond the Termination Date.

SECTION 17. NO THIRD PARTY BENEFITS.

Subject to Section 7.4 hereof, this Regulatory Agreement is made for the sole benefit of the City and the Borrower and their respective successors and assigns and, except as provided in Section 7.4 hereof or 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 18. REFERENCES TO STATUTES, ETC.

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

SECTION 19. LAND TRUSTEE EXCULPATION

This Regulatory Agreement is executed by the Trustee, not personally but solely as Trustee as aforesaid in the exercise of the 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 any of the covenants, statements, representations or warranties contained in this instrument.

UNOFFICIAL COPY

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: Sonja Malunda

Name: Sonja Malunda

Title: First Deputy Commissioner

DORCHESTER WAY LIMITED PARTNERSHIP, an Illinois limited partnership
By: City Lands Corp., a Delaware corporation and its sole general partner

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

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

By: _____

Its: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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: _____

Name: _____

Title: _____

DORCHESTER WAY LIMITED PARTNERSHIP, an Illinois limited partnership
By: City Lands Corp., a Delaware corporation and its sole general partner

By: *Lennox G. Jackson*

Name: Lennox G. Jackson

Title: Development Officer

ATTEST:

By: _____

Name: Linda Brace

Title: Assistant Secretary

Title: _____

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

By: *[Signature]*

Its: _____

Title: _____

ATTEST:

By: *[Signature]*

Name: P. Johansen

Title: Asst Secy

UNOFFICIAL COPY

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 Thomas M. Lawlor, personally known to me to be the First Deputy 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 First Deputy 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 28 day of

JUNE, 2002.

Thomas M. Lawlor

Notary Public

(SEAL)



UNOFFICIAL COPY

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 Lennox G. Jackson personally known to me to be the Development Officer of City Lands Corp. (the "General Partner"), a Delaware corporation and sole general partner of Dorchester Way Limited Partnership (the "Partnership") Linda Brace an Illinois limited partnership, and Assistant Secretary, personally known to me to be the Assistant Secretary of the General Partner and personally 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 the General Partner as their free and voluntary act, and as the free and voluntary act and deed of the General Partner and the Partnership for the uses and purposes therein set forth.

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

Notary Public

(SEAL)

My Commission Expires:

Cook County Clerk's Office

UNOFFICIAL COPY

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 P. JOHANSEN, personally known to me to be the ~~THE PRESIDENT~~ and ASSISTANT SECRETARY of American National Bank and Trust Company of Chicago, a NATL BANKING ASSOC (the "Trustee"), and personally 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 ~~THE PRESIDENT~~ and ASSISTANT SECRETARY they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of the Trustee as their free and voluntary act, and as the free and voluntary act and deed of the Trustee for the uses and purposes therein set forth.

GIVEN under my hand and official seal this JUN 29 1993 day of _____, 1993.

Notary Public

(SEAL)

My Commission Expires:

Notary Public
 County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

1. LEGAL DESCRIPTION:

PARCEL 1: 6800-20 South Dorchester Avenue

LOTS 1 TO 8 IN BLOCK 2 IN SCAMMON AND DICKEY'S SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: 1472-74 East 69TH Street

LOT 5 IN BLOCK 2 IN THOMAS B MARSTON'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: 1454-56 East 67th Place

THAT PART OF LOTS 40, 41 AND 42 IN BLOCK 4 IN BASS SUBDIVISION OF THE NORTH HALF OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 256 FEET THEREOF) DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 41 WHICH IS 53.75 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 40 AND THENCE NORTH ON A LINE PARALLEL TO THE WEST LINE OF SAID LOT 40, A DISTANCE OF 76 FEET; THENCE IN A NORTHWESTERLY DIRECTION 65 FEET MORE OR LESS TO A POINT IN THE NORTH LINE OF SAID LOT 40, WHICH IS 25.63 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT; THENCE EAST ALONG THE NORTH LINE OF SAID LOTS 40, 41 AND 42, A DISTANCE OF 79.44 FEET TO THE NORTH EAST CORNER OF SAID LOT 42; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 42, 134.38 FEET TO THE SOUTH EAST CORNER OF SAID LOT; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 41 AND 42, A DISTANCE OF 51.38 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

2. COMMON ADDRESS: 6800-20 South Dorchester Avenue
1472-74 East 69th Street
1454-56 East 67th Place
Chicago, Illinois 60637

3. PERMANENT INDEX NO.: 20-23-412-001 Vol. 261
20-23-407-030 Vol. 261
20-23-402-015 Vol. 261

EXHIBIT B

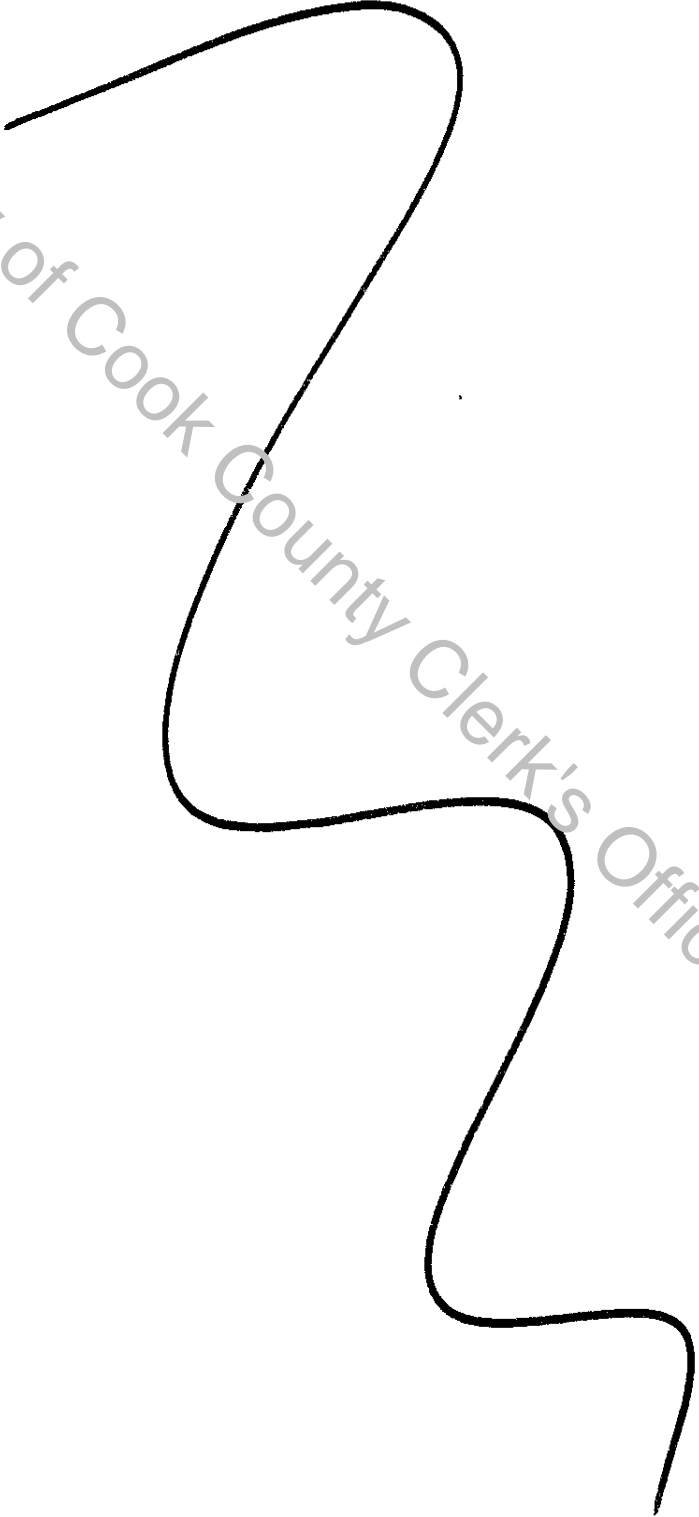
UNOFFICIAL COPY

EXHIBIT B

USE OF LOAN PROCEEDS

- Attach Owner's Sworn Statement
- Attach Construction Schedule

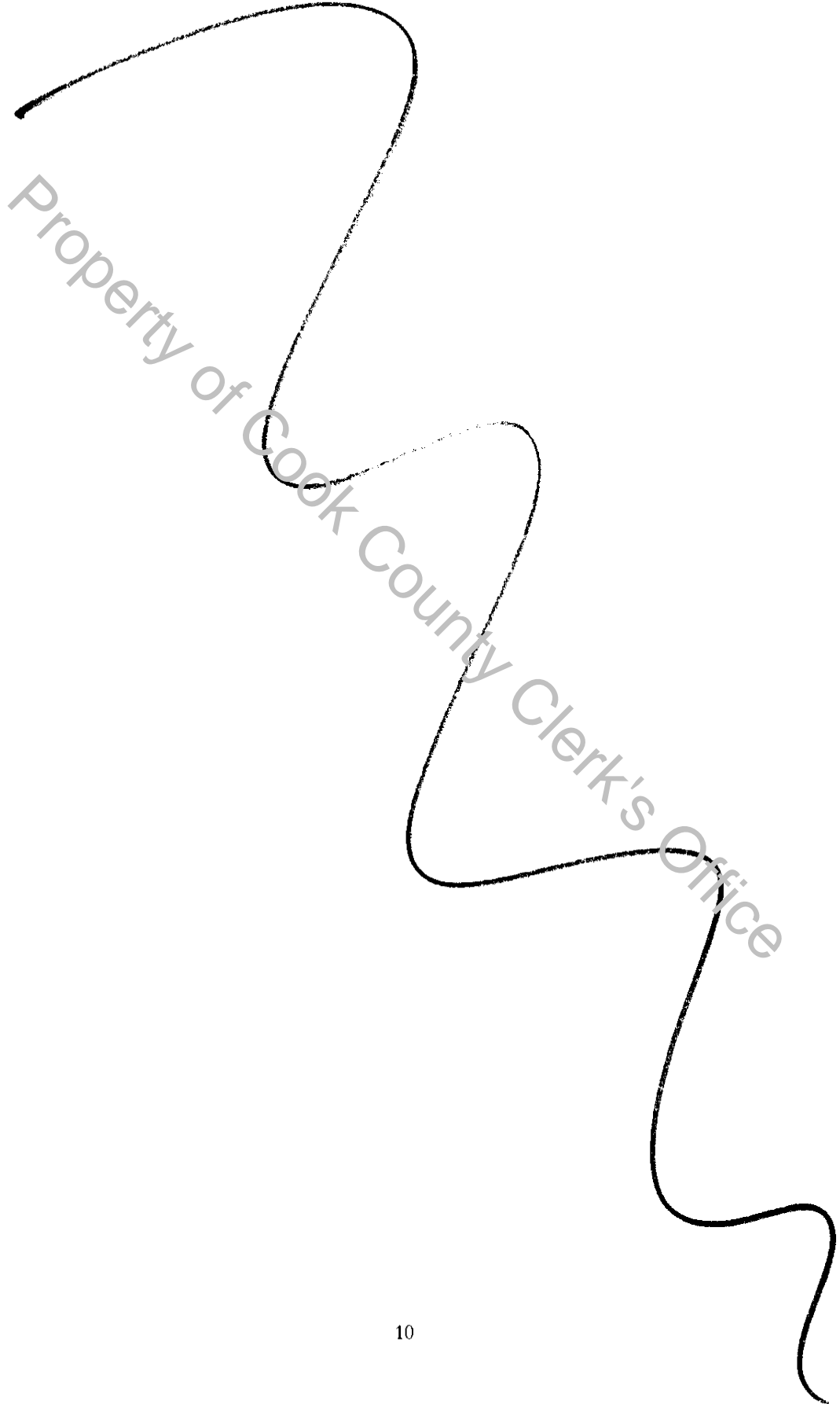
Property of Cook County Clerk's Office



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EXHIBIT B

THE MORTGAGE

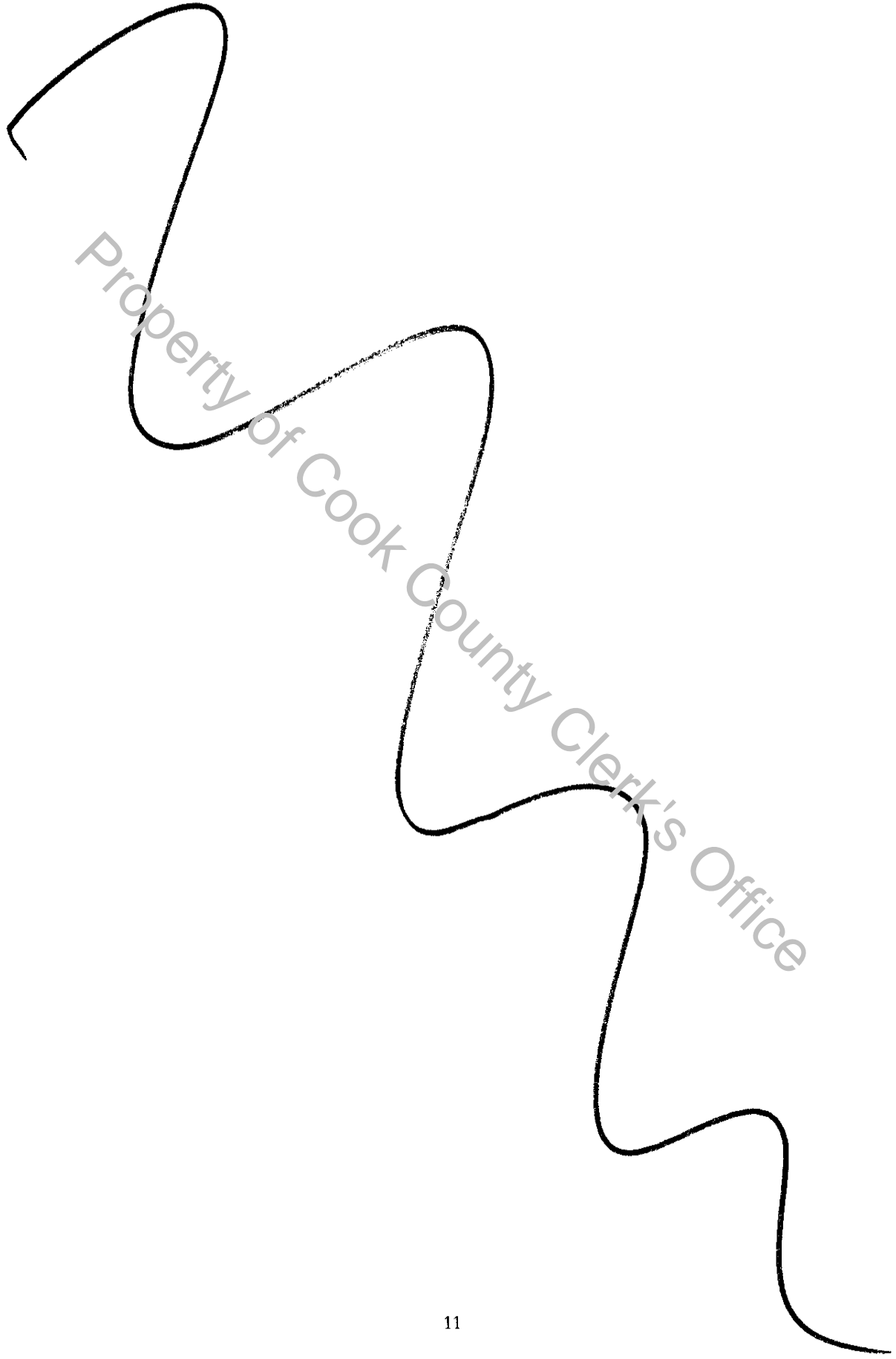


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EXHIBIT C

SCOPE OF WORK



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EXHIBIT " C "

SCOPE OF WORK

Dorchester Way

Cap X

	Number	Cost	Total
Rehab Vacant Units	30	\$ 4,000.00	\$ 120,000.00
Repairs To Units On Turnover	32	\$ 2,500.00	\$ 80,000.00
Lintels/Masonry/Tuckpointing			\$ 202,000.00
Boilers	1	\$ 19,000.00	\$ 19,000.00
Hot Water Tanks	1	\$ 8,750.00	\$ 8,750.00
Iron Work / Fence Repair	1	\$ 10,000.00	\$ 10,000.00
Buzzer Repair	1	\$ 4,800.00	\$ 4,800.00
Paint & Carpet Hallways	10	\$ 3,000.00	\$ 30,000.00
Landscaping	1	\$ 7,500.00	\$ 7,500.00
Roof Repairs	1	\$ 125,000.00	\$ 125,000.00
Contingency	1	\$ 22,250.00	\$ 22,250.00
Total Cap X			\$ 629,300.00

Property of Cook County Clerk's Office