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Doc#: 0608744051 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/28/2006 12:07 PM Pg: 1 of 15

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This Document has been prepared by:

William G. Skalitzky
Applegate & Thorne-Thomsen
322 South Green
Suite 400
Chicago, IL 60607

After recording return to:

One Mortgage Partners Corp.
10 South Dearborn, 18th Floor
Mail Code IL1-0357
Chicago, IL 60670
Attn: Beverly Meek

This space reserved for Recorder's use only.

JUNIOR MORTGAGE

THIS INSTRUMENT ("Mortgage") WITNESSES: that The Anixter Village, an Illinois not for profit corporation ("Mortgagor"), in consideration of Mortgagor's receipt of One Hundred Seventy Two Thousand Five Hundred and No/100 Dollars (\$172,500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby CONVEYS, GRANTS, MORTGAGES and WARRANTS to One Mortgage Partners Corp., a national banking association, (the "Mortgagee"), the real estate situated in Cook County, Illinois (the "Land"), and legally described on Exhibit A attached hereto and incorporated herein, together with all rights, title and interests of Mortgagor in and to: (i) All rights, privileges, interests, tenements, hereditaments, easements and appurtenances in any way now or hereafter pertaining to the Mortgaged Property ("Easements"); (ii) All buildings and other improvements of every kind and description now or hereafter placed on the Mortgaged Property, together with all fixtures, attached to or regularly used in connection with the Mortgaged Property, and all replacements thereof ("Improvements"); and (iii) All extensions, improvements, betterments, substitutes, replacements, renewals, additions and appurtenances of or to the basements or Improvements ("Additions") (the Mortgagor's interest in the fee estate of the Land, the Easements, Improvements and Additions are referred to together as the "Mortgaged Property").

This Mortgage is given to secure performance by Mortgagor of the covenants and agreements contained in this Mortgage and to secure (i) payments that may be due and payable

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pursuant to that certain Retention/Recapture Agreement by and between the Mortgagor and Mortgagee dated of even date herewith (the "AHP Covenants"), which agreement relates to a subsidy in the principal sum of One Hundred Seventy Two Thousand Five Hundred and No/100 Dollars (\$172,500.00) with the repayment due pursuant to the terms and provisions thereof ("Primary Debt"); (ii) all sums advanced and costs and expenses incurred by Mortgagee which are made or incurred pursuant to, or allowed by, the terms of this Mortgage ("Advancements"); and (iii) all costs of repossession, collection, disposition and reasonable attorneys' fees incurred by Mortgagee ("Costs") (hereinafter, the Primary Debt, Advancements, and Costs are referred together as the "Indebtedness"). This Mortgage and the AHP Covenants constitute the "Loan Documents."

This Mortgage shall be subject and subordinate in all respects to the terms and provisions of a first mortgage lien in favor of the United States of America acting by and through the Secretary of the Department of Housing and Urban Development ("HUD"), evidenced by that certain Mortgage dated as of March 1, 2006 by Mortgagor in favor of HUD and recorded concurrently herewith in the Cook County Recorder's Office (the "HUD Mortgage"); the Regulatory Agreement dated as of March 1, 2006 by and between the Mortgagor and HUD and recorded concurrently herewith in the Cook County Recorder's Office ("HUD Regulatory Agreement"); and the Use Agreement dated as of March 1, 2006, by and between the Mortgagor and HUD and recorded concurrently herewith in Cook County Recorder's Office (the "HUD Use Agreement"), and other collateral loan documents in favor of HUD (collectively, the "Other Mortgage Liens").

Mortgagor hereby further covenants with the Mortgagee as follows:

1. **Payment of Sums Due.** Mortgagor covenants and agrees to promptly pay the Primary Debt and the other indebtedness, as and when the payment(s) thereof become due, all without relief from valuation and appraisal laws and with reasonable attorneys' fees.
2. **Care and Condition of Mortgaged Property.** Mortgagor shall (a) promptly repair, restore or rebuild the Mortgaged Property, or any portion thereof, which is damaged or destroyed, subject to the prior written consent of HUD; (b) keep the Mortgaged Property in good condition and repair, without waste, and free from encroachments and from mechanic's or materialman's lien or claims for lien not expressly subordinated to this Mortgage provided, however, that Mortgagor shall have the right to insure or bond over any such lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Property, whether or not superior to this Mortgage; (d) comply with all requirements of law and covenants and restrictions of record applicable to the Mortgaged Property or its use; (e) permit no change in or alteration of the design, structural character or general nature of the Mortgaged Property and the improvements without HUD and Mortgagee's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed); and (f) permit Mortgagee to enter upon and inspect the Mortgaged Property at all reasonable times upon prior reasonable notice sent by Mortgagee to Mortgagor.
3. **Warranties.** Mortgagor covenants and warrants that: (a) Mortgagor is lawfully seized and possessed of the Mortgaged Property in fee estate, has valid and indefeasible title to

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the Mortgaged Property and has a good and legal right to convey and mortgage the Mortgaged Property; and (b) the Mortgaged Property is and will remain free from all liens and encumbrances except only the Other Mortgage Liens, real estate taxes, mechanic's and other liens contested in good faith by Mortgagor (provided a bond or title insurance in the amount of such lien is provided to Mortgagee upon initiating a contest of the lien) and Mortgagor will warrant and defend title to the Mortgaged Property against all claims made thereon.

4. **Insurance.** Mortgagor will keep the Mortgaged Property insured against loss by fire, extended casualty, vandalism, malicious mischief and such other hazards as reasonably may be required from time to time by Mortgagee for the benefit and protection of Mortgagee, including comprehensive and contractual liability insurance, (together, the "Required Insurance"). The Required Insurance shall be written in forms, amounts but not in amounts exceeding that required for the Section 811 Program Capital Advance Agreement by and between HUD and Mortgagor of even date herewith, and by companies reasonably satisfactory to Mortgagee, and losses thereunder shall be payable to Mortgagee pursuant to standard noncontributing mortgage endorsements in favor of Mortgagee. Unless otherwise agreed by Mortgagee, copies of all policies of Required Insurance, including additional and renewal policies, shall be deposited with and held by Mortgagee. Subject to the rights of HUD, any monies received as payments for any loss under any of the Required Insurance shall be paid over to Mortgagee shall be made available to reimburse Mortgagor for expenses incurred by Mortgagor in the restoration or repair of the Mortgaged Property provided that Mortgagor is not in default hereunder beyond any applicable cure period, in which event Mortgagee may apply such monies to repayment of the Indebtedness. Proceeds paid or payable to Mortgagor of the Required Insurance shall be applied to restoration of the Mortgaged Property in such fashion as Mortgagee reasonably may require, subject to the prior written consent of HUD.

Notwithstanding the foregoing, so long as HUD holds a mortgage on the Project, including the HUD Mortgage, compliance with HUD's insurance requirements shall satisfy Mortgagor's obligations under this paragraph.

5. **Taxes.** Mortgagor will pay and discharge or cause to be paid and discharge when due, and before any penalty attaches, all taxes (including real and personal property taxes), general and special assessments, water and sewer rents or assessments, and all other governmental and municipal charges and impositions of any kind imposed upon or assessed against Mortgagor or the Mortgaged Property, or any part thereof, or arising in respect of the occupancy, use or possession thereof.

6. **Protection of Security by Mortgagee.** Mortgagee may, at Mortgagee's option, but without any duty or obligation of any sort to do so and without in any way waiving or relieving any default by Mortgagor, make any payment and perform any act required of Mortgagor by this Mortgage, including but not limited to, payment of insurance premiums, taxes, assessments, repair expenses and prior liens and encumbrances. All expenses so incurred, including reasonable attorneys' fees, and any other reasonable expenses incurred by Mortgagee to protect the Mortgaged Property shall constitute Advancements and shall be immediately due and payable by Mortgagor.

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7. **Transfer of Mortgaged Property.** Mortgagor shall not, without the prior written consent of Mortgagee, lease (other than in the ordinary course of business and in accordance with the affordability requirements of the AHP Covenants), transfer, sell, or contract to sell or in any way further encumber all or any part of the Mortgaged Property, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed.

8. **Condemnation.** Subject to the rights of HUD under the HUD Mortgage and HUD Regulatory Agreement, if all or any part of the Mortgaged Property, is taken or damaged pursuant to an exercise, or threat of exercise, of the power of eminent domain, the entire proceeds of the award or compensation payable in respect of the part so taken or damaged shall be applied first to restore the Mortgaged Property if so approved by HUD, and if not, to satisfy all existing mortgage liens against the Mortgaged Property in accordance with their priority, then to satisfy any judgment liens against the Mortgaged Property, with the residual, if any, being then provided to Mortgagor.

9. **Default and Acceleration.** Time is of the essence of this Mortgage. Upon the occurrence of any Event of Default (as hereinafter defined), and at any time thereafter, then, in any and every such case, the entire Indebtedness shall, at the option of Mortgagee, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice of dishonor or demand of any kind, all of which are hereby expressly waived by Mortgagor, and Mortgagee shall have the right immediately to foreclose the mortgage lien created by this Mortgage against the Mortgaged Property, to enforce every other security interest created by this Mortgage and to institute any action, suit or other proceeding which Mortgagee may deem necessary or proper for the protection of its interests. The following shall each constitute an "Event of Default" for purposes of this Mortgage:

(a) Default in the performance of any covenant or term of this Mortgage and the continuation of such default for a period of thirty (30) days after written notice thereof, provided that if such default cannot be cured within thirty (30) days and Mortgagor is diligently pursuing appropriate action to cure the default, no Event of Default shall be deemed to have occurred.

(b) Default in the performance of any covenant or agreement in the AHP Covenants and the expiration of any applicable cure period provided therein.

10. **Foreclosure and Application of Proceeds.** All expenses which may be paid or incurred by or on behalf of Mortgagee in connection with the foreclosure of this Mortgage for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and cost of procuring all title searches, policies and examinations and similar data and assurances with respect to title as Mortgagee reasonably may deem necessary to prosecute such suit shall constitute Advancements, shall be immediately due and payable by Mortgagor, and shall be allowed and included as Indebtedness in the judgment for sale. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order or priority, first, on account of all Advancements incident to the foreclosure proceedings and all Costs; second, to the satisfaction of all superior lien interests, including the Other Mortgage Liens; third all other items which under the terms of this Mortgage constitute Indebtedness additional to the Primary Debt; fourth, all amounts remaining unpaid on

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the Primary Debt; and fifth, any remainder to the person or persons entitled thereto as determined by the court in the foreclosure proceedings.

11. **Foreclosure Proceedings and Receiver.** Upon the commencement of any proceedings to foreclose this Mortgage, Mortgagee shall be entitled forthwith to the appointment of a receiver or receivers, as a matter of right, without the giving of notice to any other party, without regard to the adequacy or inadequacy of any security for the Indebtedness and without the requirement of any bond. Mortgagee shall be entitled to recover judgment either before or after or during the pendency of any proceedings for the enforcement of this Mortgage. The right of Mortgagee to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of this Mortgage, or the foreclosure of the lien of this Mortgage.

12. **No Exclusive Remedy.** Each and every right, power and remedy conferred upon or reserved to Mortgagee in this Mortgage is cumulative and shall be in addition to every other right, power and remedy given in this Mortgage or now or hereafter existing at law or in equity. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall be construed to be a waiver of any Event of Default or any acquiescence therein.

13. **Provisions Severable.** In the event any one or more of the provisions of this Mortgage for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Mortgage.

14. **Notices.** All notices pursuant to this Mortgage shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified United States mail, addressed to Mortgagor at the following address: The Anixter Village, 6610 N. Clark Street, Chicago, Illinois 60626, Attention: Paul Finnell; with a copy to Applegate & Thorne-Thomsen, P.C., 322 South Green Street, Suite 400, Chicago, Illinois 60607, Attention Bill Skalitzky; and addressed to the Mortgagee at the following address: One Mortgage Partners Corp., 10 South Dearborn, 18th Floor, Mail Code IL1-0357, Chicago, IL 60670, Attn: Beverly Meek, and with a courtesy copy to U.S. Department of Housing and Urban Development, 77 W. Jackson Blvd., 23rd Floor, Chicago, IL 60604, Project No. 071-HD128/IL06-Q021-006, or at such other place as either party may, by notice in writing, designate as a place for service of notice.

15. **Successors and Assigns.** This Mortgage shall (a) run with the land, (b) apply and extend to, be binding upon and inure to the benefit of Mortgagor, Mortgagor's heirs, administrators, successors and assigns and all persons claiming under or through Mortgagor, and the word "Mortgagor" shall include all such persons, and (c) apply and extend to, be binding upon and inure to the benefit of Mortgagee and Mortgagee's successors and assigns. The word "Mortgagee" shall include the successors and assigns of Mortgagee, and the holder or holders, from time to time, of the Note and any other Indebtedness instruments.

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16. **Miscellaneous.** The captions in this Mortgage are for convenience only and do not define or limit the provisions of this Mortgage. All changes to this Mortgage must be in writing signed by the Mortgagee and, if this Mortgage is recorded, shall not be effective until being recorded. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

17. **Other Mortgage Liens.** The Mortgagee has agreed to subordinate this Mortgage upon the terms set forth herein to (a) the Other Mortgage Liens; (b) the Illinois Affordable Housing Tax Credit Regulatory Agreement between Mortgagor and the Illinois Housing Development Authority recorded concurrently herewith in the Office of the Cook County Recorder of Deeds; (c) the Donation Tax Credit Regulatory Agreement by and between Mortgagor and the Illinois Housing Development Authority recorded concurrently herewith in the Office of the Cook County Recorder of Deeds; and (d) the Affordable Housing Covenant and Lien by and between Mortgagor and the City of Chicago recorded concurrently herewith in the Office of the Cook County Recorder of Deeds.

18. **Non-recourse Obligations.** The Indebtedness is a non-recourse obligation of Mortgagor. Neither Mortgagor nor any of its members, nor any other party shall have any personal liability for repayment of the Indebtedness. The sole recourse of Mortgagee for repayment of the Indebtedness shall be the exercise of its rights against the Mortgaged Property and related security.

19. **HUD Provisions.** All of the terms and provisions of this Junior Mortgage are subject to and controlled by the terms and provisions set forth in the Rider to Lender's Junior Mortgage attached hereto and incorporated herein by this reference. The Liabilities set forth herein shall be repaid by the Mortgagor only to the extent of available Residual Receipts as defined in the Regulatory Agreement, with HUD approval.

20. **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

21. **Release.** Mortgagee shall prepare, execute and record a release of this Mortgage and the lien thereof upon expiration of the Retention Period, as defined in the Recapture Agreement, without charge to Mortgagor. Mortgagor shall pay and recordation charges.

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HUD Project No. 071-HD128/IL06-Q021-006

RIDER TO LENDER'S JUNIOR MORTGAGE

For value received, the undersigned all agree that the following provisions shall be incorporated into that certain Junior Mortgage (hereinafter the "Mortgage") of even date executed by The Anixter Village, an Illinois not for profit corporation ("Borrower" or "Mortgagor"), in favor of One Mortgage Partners Corp., a national banking association (the "AHP Lender" or "Mortgagee"), as AHP Lender, to which Mortgage this Rider is attached. In addition, and to the extent that this Rider, and, consequently the Mortgage, affect the rights and responsibilities of the United States Department of Housing and Urban Development ("HUD") under the HUD Section 811 Supportive Housing for Persons with Disabilities program (42 USC §8013) ("Section 811 Program"), HUD agrees to have a duly authorized official approve this document by execution on the signature line set forth below. To the extent that the provisions of this Rider are inconsistent with the provisions of the Mortgage, or any other HUD capital advance documentation, including but not limited to Paragraph 21 of the HUD Capital Advance Program Regulatory Agreement ("HUD Regulatory Agreement"), required to be executed pursuant to the HUD Section 811 Program, the provisions of this Rider shall prevail and supersede any such inconsistent provisions of the Mortgage or HUD Capital Advance documentation. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Mortgage.

1. Transfer of the Property or a Beneficial Interest in Borrower. With respect to Paragraphs Number 7, 9 and 10 of the Mortgage pertaining to the acceleration of payment in the event of sale or transfer of all or any part of the Property, or any interest therein of this Mortgage, such Paragraphs are amended as follows:
 - a. Excluded from the provisions of this Paragraph Number 7 (shall) be a transfer to HUD or to a transferee of HUD, provided that in the event of such transfer by Borrower (other than in the event of foreclosure), HUD or such transferee notifies AHP Lender of its intent to acquire Borrower's interest in the subject Property, and HUD or such transferee expressly agrees to assume Borrower's obligations under the Loan Documents, including the AHP Covenants set forth in the Affordable Housing Program Recapture Agreement between Mortgagor and Mortgagee of even date herewith (the "AHP Covenants").
 - b. This Mortgage is subordinate to a first Mortgage made by Mortgagor in favor of the Secretary of HUD ("Secretary") to be recorded securing a Capital Advance made by the Secretary pursuant to the Section 811 program, ("HUD Mortgage"), and to the HUD Regulatory Agreement and HUD Capital Advance Program Use

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Agreement ("HUD Use Agreement") between Mortgagor and the Secretary with respect to the Property referred to herein.

- c. During the period the HUD Mortgage, HUD Regulatory Agreement and HUD Use Agreement are in effect, except as otherwise provided in this Rider, no default under this Mortgage may be declared without prior written approval of the Secretary, as applicable including, but not limited to, AHP Lender's rights in the event of Borrower's default set forth in Paragraph Number 9 in this Mortgage pertaining to acceleration of payment in the event of Borrower's default of this Mortgage (which approval shall not be unreasonably withheld).
- d. In the event that during the period the HUD Mortgage, HUD Regulatory Agreement and HUD Use Agreement are in effect, the Secretary acquires title to the Property by foreclosure, the lien of this Mortgage shall automatically terminate.
- e. In the event Borrower defaults under the HUD Mortgage, HUD Regulatory Agreement or HUD Use Agreement, HUD shall give written notice thereof to AHP Lender at the following address: One Mortgage Partners Corp., 10 South Dearborn, 18th Floor, Mail Code IL1-0357, Chicago, IL 60670, Attn: Beverly Meek. The notice shall specify the nature of the violation and the agreement violated.
- f. This Mortgage shall not be modified during the period the HUD Mortgage, HUD Regulatory Agreement, HUD Use Agreement are in effect without the prior written approval of the Secretary.
- g. During the period the HUD Mortgage, HUD Regulatory Agreement and HUD Use Agreement are in effect, in the event of any conflict between any provisions of this Mortgage and 42 USC §8013, HUD regulations, or the HUD Regulatory Agreement, this Mortgage shall be deemed amended to comply with said statute, HUD regulations and HUD Regulatory Agreement, except as follows:
- i. Notwithstanding any term or condition to the contrary in this Rider, neither AHP Lender nor Mortgagor shall declare a default hereunder, or foreclose this Mortgage, either by judicial action or under the power of sale herein granted, without the prior written approval of the Secretary (which approval shall not be unreasonably withheld) for so long as the HUD Capital Advance evidenced by a first mortgage remains outstanding; provided, however, that in the event the Primary Debt secured hereby is not used in compliance with the AHP Application or the AHP Covenants, due to an action or omission of Borrower, which Borrower has failed to cure, then AHP Lender may, after ten (10) days prior written notice to HUD and Borrower, declare all amounts due hereunder due and payable.

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In such event, and pursuant to Paragraph 5 (c) of the HUD Regulatory Agreement by and between HUD and Borrower dated as of March 1, 2006, HUD shall approve payments to be made by Borrower to AHP Lender from Residual Receipts (as such term is defined in Paragraph 17(g) of the HUD Regulatory Agreement) of the Project, if and to the extent Residual Receipts are available as determined by the HUD Multifamily Hub or Multifamily Program Center Director. As used in Paragraph 17(g)(1)(ii) of the HUD Regulatory Agreement, the term "obligations" shall not include any non-HUD sources of financing.

- ii. Borrower shall comply with the AHP Covenants and all other requirements of the Federal Home Loan Bank of Chicago and the Federal Housing Finance Board relating to the AHP, and shall also comply with the requirements of HUD with respect to the development and operation of the Project. Notwithstanding Borrower's compliance with the requirements of HUD, in the event that Borrower's acts or omissions result in noncompliance with the AHP Application or the AHP Covenants, then Borrower shall, to the extent possible, eliminate the circumstances of noncompliance by requesting a modification of the terms of the AHP Application pursuant to 12 C.F.R. §§ 951.7 or 951.12(a)(ii), as applicable. If the circumstances of any noncompliance by Borrower with the AHP Application or the AHP Covenants cannot be, or are not, eliminated by a modification or cured within a reasonable period of time, then the provisions hereof, including notice of noncompliance and repayment of the Primary Debt secured by this Mortgage, shall apply. All capitalized terms used in this Paragraph g(ii) and not defined in this Rider shall be as defined in the Federal Home Loan Bank of Chicago Subsidy Agreement by and among the Federal Home Loan Bank of Chicago, AHP Lender and Mortgagor dated January 12, 2006.
- h. Approval by the Secretary of a Transfer of Physical Assets ("TPA") of the Project referred to in the HUD Regulatory Agreement shall constitute approval of the TPA by AHP Lender, provided that prior written notice of the TPA is given to AHP Lender and the transferee expressly assumes all of Borrower's obligations under the Loan Documents.

2. Retention Agreement. Borrower agrees as follows:

- (i) The Property's rental units, or applicable portion thereof, must remain occupied by and affordable for households with incomes at or below the levels committed to be served in the AHP Application for the duration of the Retention Period (as defined in the AHP Covenants).
- (ii) AHP Lender will be given notice of any transfer or refinancing of the Property occurring prior to the end of the Retention Period.

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- (iii) In the case of a transfer or refinancing of the Property prior to the end of the Retention Period, an amount equal to the Primary Debt Amount shall be repaid to the Federal Home Loan Bank of Chicago, unless the Property continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the income-eligibility and affordability restrictions committed to in the AHP Application for the duration of the Retention Period.
- (iv) The income-eligibility and affordability restrictions applicable to the Property pursuant to the AHP Covenants terminate after any foreclosure.

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Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, The Anixter Village, and One Mortgage Partners, (and HUD by indicating its approval) have executed this Rider as of this 1st day of March, 2006, as follows:

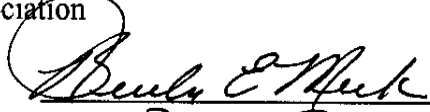
MORTGAGOR

The Anixter Village, an Illinois not for profit corporation

By: 
Paul Finnell, Vice President


MORTGAGEE

One Mortgage Partners Corp., a national banking association

By: 
Name: Beverly E. Meek
Its: Vice-President

Approved:

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: 
Name: Edward J. Hirsberger
Its: Director, Chicago Multifamily HUB
Date: 3/28/2006

Property of COOK COUNTY Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

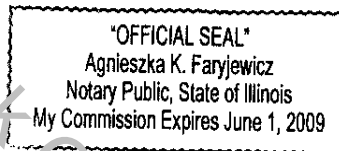
I, Agnieszka K. Faryjewicz a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Beverly E. Meek personally known to me and known by me to be the Vice President of One Mortgage Partners ("Bank") and the same person in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of March, 2006.

Agnieszka K. Faryjewicz
Notary Public

My Commission Expires:

June 01, 2009



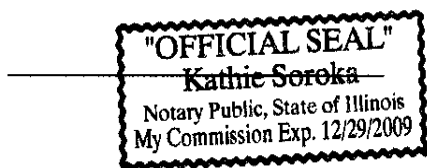
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kathie Soroka, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Paul Finnell, personally known to me and known by me to be the Vice President of The Anixter Village, and the same person in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of March, 2006.

Kathie Soroka
Notary Public

My Commission Expires:



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sharon A. King a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Edward Hinsberger, of HUD, and the person who executed the foregoing instrument by virtue of the authority vested in him by section 202 of the Housing Act of 1959 or section 811 of the National Affordable Housing Act, and I having first made known to him the contents thereof, he/she did acknowledge the signing thereof to be a free and voluntary act and done on behalf of the Secretary of Housing and Urban Development for the uses, purposes and considerations therein set forth.

GIVEN under my hand and Notarial Seal this 28 day of March, 2006.

Sharon A. King
Notary Public

My Commission Expires:



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HUD Project No. 071-HD128/IL06-Q021-006
Anixter Village Apartments
Chicago, Illinois

EXHIBIT A

Legal Description

LOTS 69 THROUGH 82 IN W.J. TEWKESBURY'S SUBDIVISION OF BLOCK 5 IN SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF RECORDED MARCH 7, 1873 AS DOCUMENT 86280, IN COOK COUNTY, ILLINOIS.

Address: 2045-59 West Washburne Avenue
2044-48 West 13th Street
Chicago, Illinois 60608

PINs: 17-19-107-001 through -007, inclusive
17-19-107-027 through -033, inclusive

61585v.2

Cook County Clerk's Office