



Doc#: 0615341059 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 06/02/2006 11:43 AM Pg: 1 of 14

This instrument was prepared by:

Jay Gilbert, Esq.
Kutak Rock LLP
One South Wacker Drive, Suite 2050
Chicago, Illinois 60606

After recording, this instrument should
be returned to:

Eva Garrett, Esq.
Office of the General Counsel
Chicago Housing Authority
200 West Adams, Suite 2100
Chicago, Illinois 60606

DECLARATION OF TRUST

(Scattered Site Properties No. 27)

Whereas, the Chicago Housing Authority (herein referred to as the "Public Housing Agency" or the "PHA"), a public body corporate and politic duly created and organized pursuant to and in accordance with the laws of the State of Illinois, and the United States of America, Secretary of Housing and Urban Development (herein referred to as "HUD"), pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) (herein referred to as the "Act") and the Department of Housing and Urban Development Act (5 U.S.C. 624), entered into certain contracts and annual Capital Fund Amendments to the Annual Contributions Contract (herein collectively referred to as the "Annual Contributions Contracts") which provide for grants and annual contributions to be made by HUD to assist the PHA in developing, maintaining, and operating its public housing units in accordance with all applicable public housing requirements; and has entered into or will enter into certain Capital Fund Financing Program Amendments to the Annual Contributions Contracts (herein each referred to as a "Capital Fund Financing Program Amendment"), whereby HUD will provide assistance to the PHA for the purpose of assisting the PHA in modernizing existing housing developments in order to ensure that such developments continue to be available to serve low-income families; and

Whereas, as of the date of this Declaration of Trust, the Capital Fund Financing Program Amendment and the Annual Contributions Contracts cover certain individual lower income housing projects (herein individually referred to as a "Project" and collectively referred to as the "Projects") located on the real property described on the attached Schedule A; and

Whereas, the PHA has issued or proposes to issue and deliver bonds, and may hereafter issue and deliver its obligations to refund such bonds (herein collectively referred to as the "Bonds") to aid in financing the modernization of the Projects; and

Box 406

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Whereas, the cost of the capital and management activities at each Project will have been financed, in part, with the proceeds of the Bonds and/or with grant assistance provided by HUD; and the Bonds will be secured by pledges of specific amounts of the capital funds payable to the PHA pursuant to said Annual Contributions Contracts to the extent and in the manner described in the Annual Contributions Contract and resolutions of the PHA authorizing such Bonds;

Now, therefore, to assure HUD and the holder or holders of the Bonds, and each of them, of the performance by the PHA of the covenants contained in the Capital Fund Financing Program Amendment, the Annual Contributions Contracts, and the resolutions of the PHA authorizing the issuance of the Bonds, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes hereinafter stated, the real property described in the attached Schedule A, and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that, during the existence of the trust hereby created, HUD has been granted and is possessed of the following interest in each Project property:

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, personalty or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Capital Fund Financing Program Amendment and the Annual Contributions Contracts, or any interest in any of the same except that the PHA may: (1) to the extent and in the manner provided in the Annual Contributions Contracts: (a) lease dwellings and other spaces and facilities in any Project; and (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Projects; and (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; and (d) enter into and perform contracts for the sale of dwelling units to members of tenant families authorized by the Act; and (2) with the approval of HUD, release any Project from the trust hereby created; provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contracts.

The endorsement by a duly authorized officer of HUD: (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of the Project; or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities; or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family; or (4) upon any instrument of release of the Project executed by the PHA shall be effective to release such property from the trust hereby created.

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The individual Projects subject to this Declaration of Trust shall be operated by the PHA as low-income housing in accordance with the Annual Contributions Contracts, the Act and all HUD regulations for the longer of: (1) twenty years after the disbursement of Capital Fund Program assistance for modernization activities and for a period of forty years after the last distribution of Capital Fund Program assistance for development activities; or (2) for so long as HUD determines there is any outstanding indebtedness of the PHA to HUD which arose in connection with any of the Projects under the Annual Contributions Contracts and which is not eligible for forgiveness; and provided further that, for a period of ten years following the last payment of assistance from the Operating Fund to the PHA, no disposition of any Project covered by this Declaration of Trust shall occur unless approved by HUD. Upon the expiration of the periods during which the PHA is obligated to operate each of the Projects in accordance with the Annual Contributions Contracts, the trust hereby created shall terminate and no longer be effective as to each such Project.

Nothing herein shall be construed to bestow upon the holder or holders of any of the Bonds any right or right of action or proceeding whereby the PHA might be deprived of title to or possession of any Project.

This Declaration of Trust supersedes any existing Declaration of Trust encumbering any Project that was executed for the benefit of the Public Housing Administration, the United States of America or HUD.

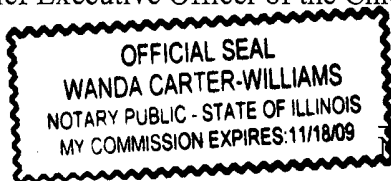
In Witness Whereof, the PHA has caused these presents to be signed in its name by a duly authorized officer, this 1st day of June, 2006.

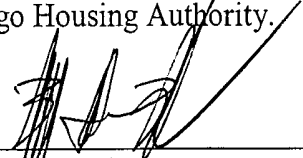
Chicago Housing Authority

By: 
Terry Peterson, Chief Executive Officer

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

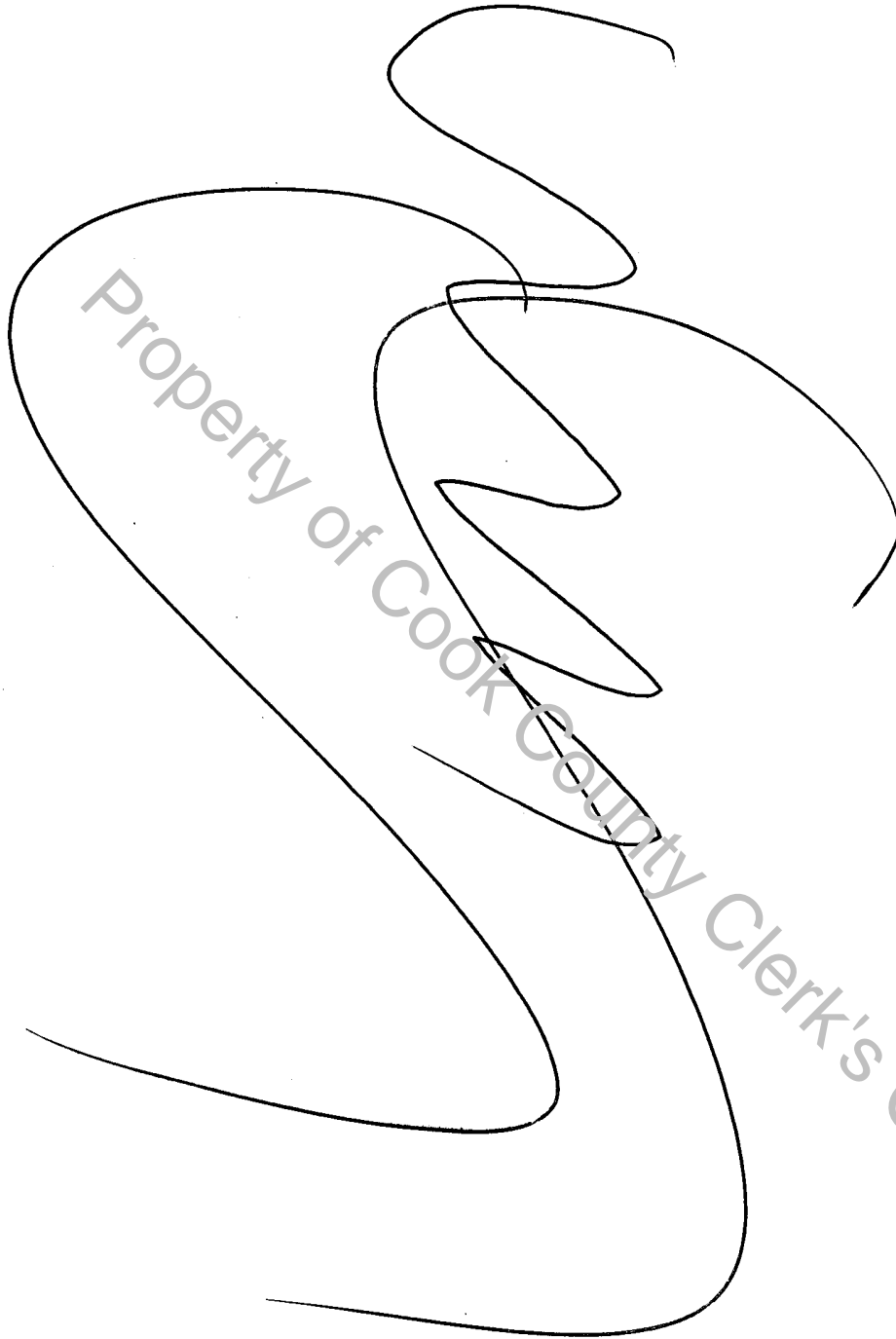
This instrument was acknowledged before me on 5-31, 2006, by Terry Peterson, as Chief Executive Officer of the Chicago Housing Authority.




Notary Public

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SCHEDULE A



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**Legal Description
6057 West Fullerton
Chicago, Illinois**

LOT 8 (EXCEPT THE NORTH 17 FEET THEREOF AND EXCEPT THE EAST 24 FEET THEREOF) AND LOT 9 (EXCEPT THE NORTH 17 FEET THEREOF) IN BLOCK 6 IN GRAND AVENUE ESTATES, BEING A SUBDIVISION OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 466 FEET THEREOF), ACCORDING TO PLAT FILED IN THE REGISTRAR'S OFFICE AS DOCUMENT NO. LR 40221, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-32-106-041

Address: 6057 West Fullerton
Chicago, Illinois

Project NO. IL06P002162

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**Legal Description
7873 West Cahill Terrace
Chicago, Illinois**

LOT 15 IN CAHILL'S EIGHTH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 12-24-111-002

Address: 7873 West Cahill Terrace
Chicago, Illinois

Project No. ILO6P002162

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Legal Description
5056 N. Albany
Chicago, Illinois

LOT 1 IN BLOCK 3 IN W. F. KAISER AND CO.'S 3RD ALBANY PARK SUBDIVISION OF BLOCK 13 AND THAT PART OF BLOCK 4 LYING SOUTH OF THE CENTER LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER IN JACKSON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11, AND THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-12-304-021

Address: 5056 N. Albany
Chicago, Illinois

Project No. IL06P002162

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**Legal Description
1219 North Springfield
Chicago, Illinois**

LOT 41 IN BLOCK 5 IN DIVEN'S SUBDIVISION OF BLOCKS 7, 8, 9, 10 AND 11 IN FREER'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-02-127-028

Address: 1219 North Springfield
Chicago, Illinois

Project No. IL06P002/62

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Legal Description
3344 N. Narragansett
Chicago, Illinois

THE SOUTH 1/2 OF LOT 2 IN OLIVER L. WATSON'S RESUBDIVISION OF LOTS 2 TO 7 IN BLOCK 8 IN SEVERN'S ROSCOE STREET SUBDIVISION OF THE 748.50 FEET NORTH OF AND ADJOINING THE SOUTH 748.50 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN CHICAGO MILWAUKEE AND ST. PAUL RAILROAD AND THE CENTER OF NORTH 64TH AVENUE IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-19-425-022

Address: 3344 N. Narragansett
Chicago, Illinois

Project No. IZ06P002162

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Legal Description
2128 N. Moody
Chicago, Illinois

LOT 35 IN BLOCK 10 IN GRAND AVENUE ESTATES, BEING A SUBDIVISION OF WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT RAILROAD RIGHT-OF-WAY ACCORDING TO PLAT FILED IN THE REGISTRAR'S OFFICE AS DOCUMENT NUMBER 41516, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-32-120-041

Address: 2128 N. Moody
Chicago, Illinois

Project No. IL06P002162

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Legal Description
5230 W. Montrose
Chicago, Illinois

LOT 31 IN IRVIN PARK HOME BUILDING COMPANY'S SUBDIVISION NO. 2, BEING A SUBDIVISION OF PART OF BLOCK 2 LYING IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF DYMOND HOMESTEAD SUBDIVISION OF THE EAST 2/3 OF THE SOUTH 1/2 OF LOT 6 IN THE SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-16-130-030

Address: 5230 W. Montrose
Chicago, Illinois

Project No. IL06P002162

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Legal Description
2328 North Merrimac
Chicago, Illinois

LOT 36 IN BLOCK 18 IN GRAND AVENUE ESTATES, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF WEST GRAND AVENUE ACCORDING TO THE PLAT RECORDED IN THE REGISTRAR'S OFFICE AS DOCUMENT NUMBER 41515, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-32-102-029
Address: 2328 North Merrimac
Chicago, Illinois

Project No. IL06P002162

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**Legal Description
2454 North Marmora
Chicago, Illinois**

**LOT 54 IN WILLIAM ZUETELL'S NORTH 59TH AVENUE SUBDIVISION IN THE WEST 1/2 OF THE
SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

P.I.N.: 13-29-426-017
Address: 2454 North Marmora
Chicago, Illinois

Project No. IL 06P002162

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Legal Description
2711 North Moody
Chicago, Illinois

THE NORTH 16-2/3 FEET OF THE SOUTH 1/2 OF LOT 63 AND THE SOUTH 16-2/3 FEET OF THE NORTH 1/2 OF LOT 63 IN TITLEY'S DIVERSEY AVENUE SUBDIVISION OF LOT 4 IN THE CIRCUIT COURT PARTITION OF WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 33-1/3 ACRES THEREOF) IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-29-305-039

Address: 2711 North Moody
Chicago, Illinois

Project No. IL06P002162