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Doc#: 0615341061 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/02/2008 11:46 AM Pg: 1 of 15

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. 29)

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 405

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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.

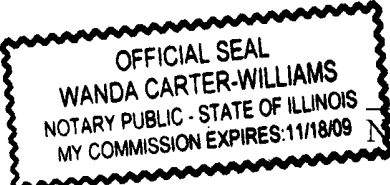
In Witness Whereof, the PHA has caused these presents to be signed in its name by a duly authorized officer, this 1st day of June, 2006.

Chicago Housing Authority

By: [Signature]
Terry Peterson, Chief Executive Officer

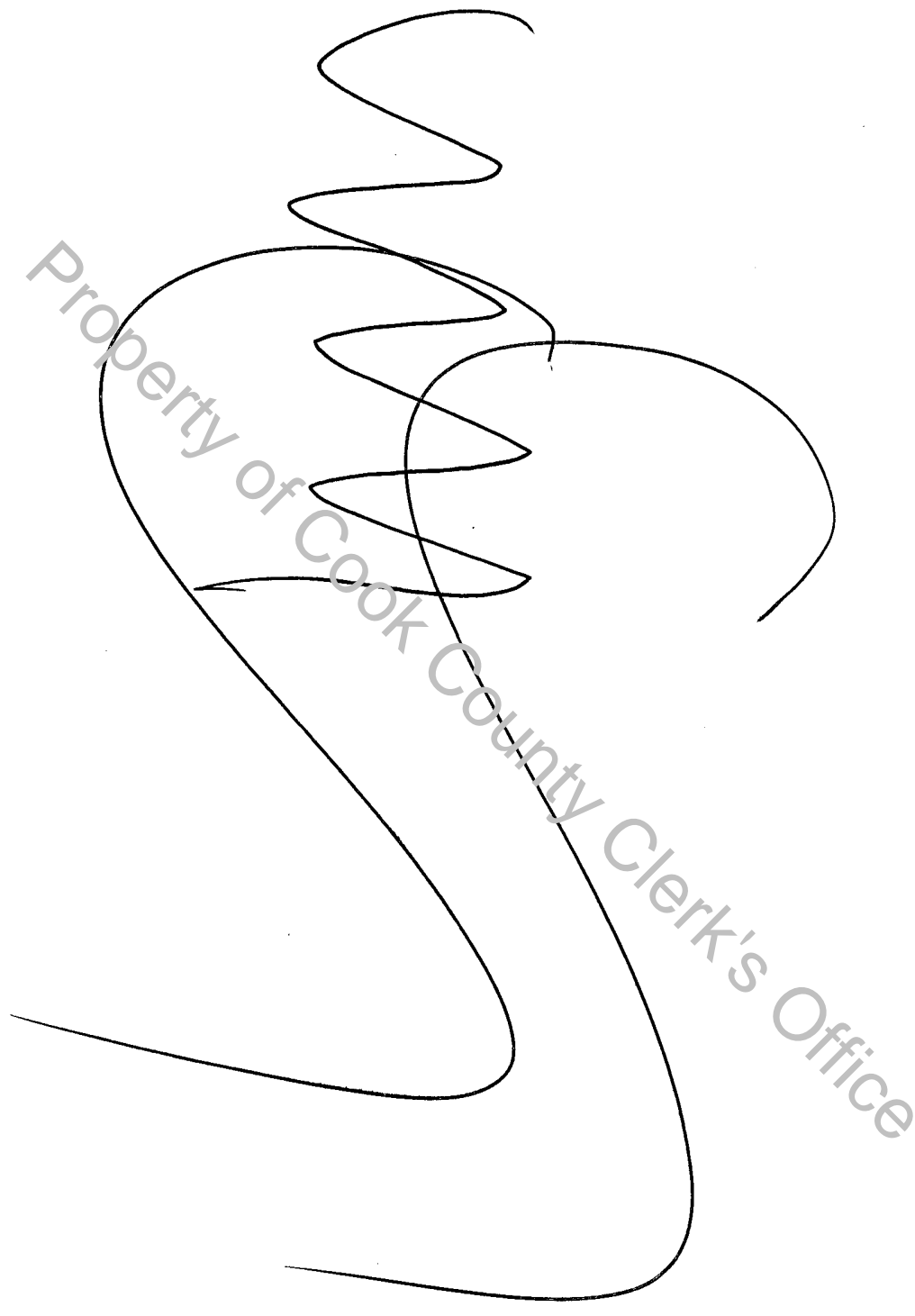
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

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

 [Signature]
Notary Public

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SCHEDULE A

A large, complex handwritten scribble in black ink, consisting of multiple overlapping loops and lines, covering a significant portion of the page. It appears to be a signature or a mark that has been written over the document's content.

Property of Cook County Clerk's Office

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**Legal Description
2350 North Sayre
Chicago, Illinois**

UNIT B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SAYRE GARDEN CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 87228534, IN NORTHWEST 1/4 OF SECTION 31 AND PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-31-102-023

Address: 2350 North Sayre
Chicago, Illinois

Project No. IL06P002166

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Legal Description
3521 W. 63rd Place
Chicago, Illinois

LOT 7 IN CHARLES SEE'S RESUBDIVISION OF LOTS 47 TO 92 INCLUSIVE IN THE SOUTH 1/2 OF BLOCK 4 IN JOHN F. EBERHART'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 19-23-204-011

Address: 3521 W. 63rd Place
Chicago, Illinois

Project No. IL06P002166

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Legal Description
2824 ~~W~~ W. Wellington
Chicago, Illinois

LOT 16 IN BLOCK 7 IN S.E. GROSS' NORTHWEST ADDITION TO CHICAGO, A SUBDIVISION IN THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-25-117-031

Address: 2824 ~~W~~ W. Wellington
Chicago, Illinois

Project No. IL06P0021166

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Legal Description
2447 N. Monitor
Chicago, Illinois

LOT 42 IN BLOCK 8 IN BOOTH'S SUBDIVISION OF THE SOUTH 33-1/3 ACRES OF 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.: 13-29-428-005

Address: 2447 N. Monitor
Chicago, Illinois

Project No. IL06P002166

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**Legal Description
7247 South Millard
Chicago, Illinois**

LOT 28 IN BLOCK 4 IN MARKLEY'S MARQUETTE PARK GARDENS, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 19-26-114-012

Address: 7247 South Millard
Chicago, Illinois

Project No. IL06P002166

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Legal Description
3526 N. Lowell Avenue
Chicago, Illinois

LOT 40 AND LOT 41 (EXCEPT THE NORTH 13 FEET OF SAID LOT 41) IN BLOCK 2 IN MILWAUKEE AVENUE LAND ASSOCIATION SUBDIVISION NO. 1, A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWEST OF MILWAUKEE AVENUE, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-22-400-032

Address: 3526 N. Lowell Avenue
Chicago, Illinois

Project No. ILOWP002166

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**Legal Description
7154 South Lawndale
Chicago, Illinois**

LOT 24 IN BLOCK 1 IN JOHN L. SHEAHAN'S MARQUETTE PARK VILLA, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 33 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 19-26-105-039

Address: 7154 South Lawndale
Chicago, Illinois

Project No. IL06P002 166

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Legal Description
3022 N. Kenneth
Chicago, Illinois

LOT 13 IN BLOCK 7 IN E. G. PAULING'S BELMONT AVENUE ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-27-113-032

Address: 3022 N. Kenneth
Chicago, Illinois

Project No. IL06P002166

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Legal Description
4759 S. Karlov Avenue
Chicago, Illinois

LOT 26 IN BLOCK 2 IN WILLIAM A. BOND AND COMPANY'S ARCHER HOME ADDITION BEING A RESUBDIVISION OF BLOCKS 1 TO 16 INCLUSIVE IN WILLIAM A. BOND'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 19-10-206-026

Address: 4759 S. Karlov Avenue
Chicago, Illinois

Project No. IL06P002166

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**Legal Description
2937 North Austin
Chicago, Illinois**

LOT 13 IN BLOCK 2 IN DR. WALTER GOGOLINSKI'S SUBDIVISION OF LOTS 1 AND 2 IN FURMAN'SKI SUBDIVISION OF BLOCK 12 IN KING AND PATTERSON'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-29-216-008

Address: 2937 North Austin
Chicago, Illinois

Project No. ILO6P002166

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Legal Description
2830 North Austin
Chicago, Illinois

LOT 10 IN WALTER F. GOGOLINSKI'S SUBDIVISION OF BLOCK 9 IN OLIVER L. WATSON'S 5 ACRE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 13-29-128-025

Address: 2830 North Austin
Chicago, Illinois

Project No. ILO6P002166