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This document was prepared by:

Debra A. Kleban
Applegate & Thorne-Thomsen
322 S. Green Street, Suite 400
Chicago, IL 60607

After recording return to:

Harris N.A.
111 W. Monroe Street, Suite 7C
Chicago, Illinois 60603
Attn: Community Development
Department



Doc#: 0733910138 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/05/2007 04:24 PM Pg: 1 of 12

AMENDMENT AND MODIFICATION OF AFFORDABLE HOUSING PROGRAM RECAPTURE AGREEMENT

This Amendment and Modification of Affordable Housing Program Recapture Agreement ("Modification") is made as of November 1, 2007, among Harris N.A., a national banking association ("Member Bank"), Heartland Housing, Inc., an Illinois nonprofit corporation ("Sponsor") and Roosevelt Square II Limited Partnership, an Illinois limited partnership ("Owner").

Recitals

WHEREAS, on July 20, 2007, the Member Bank, Sponsor and Owner entered into that certain Affordable Housing Program Recapture Agreement recorded with the Cook County Recorder of Deeds on July 23, 2007 as document number 0720433223 ("Recapture Agreement") against certain property legally described therein on Exhibit A thereto ("Original Legal Description").

WHEREAS, the parties agree that the incorrect legal description was inadvertently attached to the document prior to recording and desire to replace Exhibit A in its entirety with the correct legal description of the property legally described on Exhibit A attached hereto (the "Property").

WHEREAS, the Member Bank is a member of the Federal Home Loan Bank of Chicago ("Chicago Bank") and the Chicago Bank has requested the affordability requirements set forth in the last sentence of Section 2 of the Recapture Agreement be revised to state a specific number

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of units in the Project (as defined in the Recapture Agreement) rather than a percentage of units in the Project;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby received, the parties agree as follows:

1. The Recitals set forth above are hereby incorporated in their entirety as though fully set forth herein.

2. The Original Legal Description is hereby replaced by Exhibit A attached hereto, the property described in the Original Legal Description is hereby released in its entirety from the Recapture Agreement, and the Property as described in the replacement Exhibit A attached hereto shall be the Property for the purposes of and subject to the terms of the Recapture Agreement.

3. Section 2 of the AHP Recapture Agreement, which states as follows:

2. Affordability Requirements. Owner and Sponsor agree, during the term of the Grant, to manage and operate the Project as rental housing for very low, low and/or moderate income households. For purposes of this Recapture Agreement, very low income households shall mean households whose annual income at initial occupancy is fifty percent (50%) or less of area median income, low income households shall mean households whose annual income is sixty percent (60%) or less of area median income, and moderate income households shall mean households whose annual income is eighty percent (80%) or less of area median income, as determined from time to time by the U.S. Department of Housing and Urban Development ("HUD"), the AHP Regulations or as further provided in federal regulations. Owner and Sponsor agree to make thirty-three percent (33%) of the units at the Project affordable for and occupied by very low income households and sixty-five percent (65%) of the units at the Project affordable for and occupied by low income households during the term of this Recapture Agreement.

is hereby deleted in its entirety, and is replaced with the following provision:

2. Affordability Requirements. Owner and Sponsor agree, during the term of the Grant, to manage and operate the Project as rental housing for very low, low and/or moderate income households. For purposes of this Recapture Agreement, very low income households shall mean households whose annual income at initial occupancy is fifty percent (50%) or less of area median income, low income households shall mean households whose annual income is sixty percent (60%) or less of area median income, and moderate income households shall mean households whose annual income is eighty percent (80%) or less of area median income, as determined from time to time by the U.S. Department of Housing and Urban Development ("HUD"), the AHP Regulations or as further provided in

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federal regulations. Owner and Sponsor agree to make sixty-one (61) units at the Project affordable for and occupied by very low income households and one hundred twenty-two (122) units at the Project affordable for and occupied by low income households during the term of this Recapture Agreement.

4. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Recapture Agreement.

5. In the event of any conflict between the terms of the AHP Recapture Agreement and the terms of this Modification, the terms of this Modification shall control. Except as expressly modified herein, the terms and provisions of the AHP Recapture Agreement remain in full force and effect, and such terms and provisions including all liabilities and obligations, as modified herein, are hereby ratified and confirmed by Owner and Sponsor.

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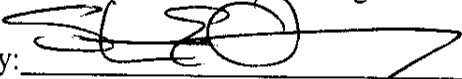
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IN WITNESS THEREOF, this Amendment and Modification of Affordable Housing Program Recapture Agreement has been duly executed as of the day and year first above written.

MEMBER BANK:

Harris N.A., a national banking association

By: 
Steven E. Quasny, Vice President

SPONSOR:

Heartland Housing, Inc.,
an Illinois nonprofit corporation

By: _____
Andrew E. Geer, Executive Director

OWNER:

Roosevelt Square II Limited Partnership, a Illinois limited partnership

By: Roosevelt Square Rental II LLC, an Illinois limited liability company, its General Partner

By: LR ABLA LLC, a Delaware limited liability company, its Manger

By: LR Development Company LLC, a Delaware limited liability company, d/b/a Related Midwest LLC, its Sole Member

By: _____
Bradford J. White, Vice President

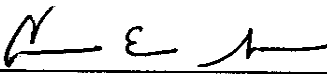
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MEMBER BANK: Harris N.A., a national banking association

By: _____
Steven E. Quasny, Vice President

SPONSOR: Heartland Housing, Inc.,
an Illinois nonprofit corporation

By: 
Andrew E. Geer, Executive Director

OWNER: Roosevelt Square II Limited Partnership, a Illinois limited partnership

By: Roosevelt Square Rental II LLC, an Illinois limited liability company, its General Partner

By: LR ABLA LLC, a Delaware limited liability company, its Manger

By: LR Development Company LLC, a Delaware limited liability company, d/b/a Related Midwest LLC, its Sole Member

By: _____
Bradford J White, Vice President

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an Illinois nonprofit corporation

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Andrew E. Geer, Executive Director

OWNER: Roosevelt Square II Limited Partnership, a Illinois limited partnership

By: Roosevelt Square Rental II LLC, an Illinois limited liability company, its General Partner

By: LR ABLA LLC, a Delaware limited liability company, its Manger

By: LR Development Company LLC, a Delaware limited liability company, d/b/a Related Midwest LLC, its Sole Member

By: Bradford J. White
Bradford J. White, Vice President

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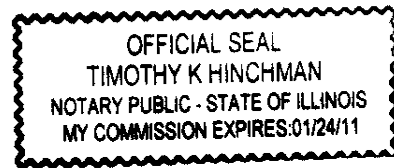
STATE OF ILLINOIS)
)
)
COUNTY OF COOK)

I, Timothy K. Hinchman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Steven E. Quasny, personally known to me to be the Vice President of Harris, NA, a national banking association 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 as Vice President of said banking association, pursuant to authority given by the Board of Directors of said banking association, as his free and voluntary act and as the free and voluntary act and deed of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27th day of November, 2007.

Timothy K. Hinchman
NOTARY PUBLIC

My Commission expires: 01/24/11



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STATE OF ILLINOIS)
)
)
COUNTY OF COOK)

I, Erica Champer, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew E. Geer, personally known to me to be the Executive Director of Heartland Housing, Inc. 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 as Executive Director of Heartland Housing, Inc., as his free and voluntary act and as the free and voluntary act and deed of Heartland Housing, Inc., for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27 day of November, 2007.

Erica Champer
NOTARY PUBLIC

My Commission expires: _____



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STATE OF ILLINOIS)
)
 COUNTY OF COOK)

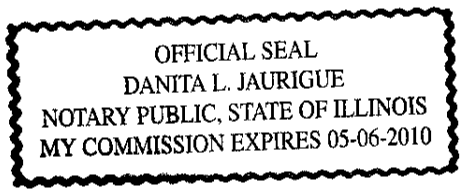
SS

I, the undersigned, Notary Public in and for the County and State aforesaid. DO HEREBY CERTIFY, that Bradford J. White, the Vice President of LR Development Company LLC, d/b/a Related Midwest LLC, the sole member of LR ABLA LLC, the manager of Roosevelt Square Rental II LLC, as the general partner of **ROOSEVELT SQUARE II LIMITED PARTNERSHIP**, an Illinois limited partnership, personally known to me to me the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and deed and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of November, 2007.

Danita L. Jaunigre

 Notary Public
 My Commission Expires: 5/6/10



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EXHIBIT A

LEGAL DESCRIPTION FOR ROOSEVELT SQUARE PHASE II RENTAL ONLY

I. North Parcel

Lots 66, 93, 94, 117, 118, 121, 130, 135, and 138 in Roosevelt Square Subdivision Phase Two, Plat One, being a subdivision of part of the East ½ of the Southwest ¼ of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded in Cook County, Illinois; except from said Lot 66 that part thereof within the Retail Parcel described below:

PINS: 17-17-332-005, 17-17-333-001, 17-17-333-002, 17-17-333-003, 17-17-333-004 and 17-17-333-005

COMMON ADDRESSES:

LOT 66	1007 S. THROOP STREET
LOT 93	1116 & 1118 S. LYTLE STREET
LOT 93	1115 & 1117 S. THROOP STREET
LOT 94	1250-1256 W. GRENSHAW STREET
LOT 117	1251-1257 W. GRENSHAW STREET
LOT 118	1236-1244 W. ROOSEVELT ROAD
LOT 121	1309 & 1315 W. GRENSHAW STREET
LOT 130	1341 & 1345 W. GRENSHAW STREET
LOT 135	1336-1344 W. ROOSEVELT ROAD
LOT 138	1302-1310 W. ROOSEVELT ROAD

Retail Parcel (PIN: 17-17-333-001)

1251-1259 W. Taylor Street

All that portion of the following described premises lying above Elevation 4.55 and beneath Elevation 12.55 City of Chicago Datum, being a part of said Lot 66, more particularly bounded and described as follows:

Commencing at the Northwest corner of said Lot 66, said point also being the Southeast corner of the intersection of West Taylor Street and South Throop Street; thence South 89°58'27" East along the South right-of-way line of said West Taylor Street, a distance of 116.45 feet; thence South 00°01'33" West, a distance of 26.96 feet, to the Point of Beginning of this description; thence South 00°01'33" West, a distance of 22.91 feet; thence North 89°58'27" West, a distance of 64.18 feet; thence North 00°01'33" East, a distance of 22.91 feet; thence South 89°58'27" East, a distance of 64.18 feet to the Point of Beginning, all being situated within the City of Chicago, County of Cook, and State of Illinois.

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Also,

All that portion of the following described premises lying above Elevation 14.30 and beneath Elevation 27.76 City of Chicago Datum, being part of said Lot 66, more particularly bounded and described as follows to-wit:

Commencing at the Northwest corner of said Lot 66, said point also being the Southeast corner of the intersection of West Taylor Street and South Throop Street; thence South 89°58'27" East along the South right-of-way line of said West Taylor Street, a distance of 1.57 feet; thence South 00°01'33" West, a distance of 3.37 feet to the Point of Beginning of this description; thence South 89°58'27" East, a distance of 13.75 feet; thence North 00°01'33" East, a distance of 1.56 feet; thence South 89°58'27" East, a distance of 0.94 feet; thence North 00°01'33" East, a distance of 0.49 feet; thence South 89°58'27" East, a distance of 85.33 feet; thence South 00°01'33" West, a distance of 0.49 feet; thence South 89°58'27" East, a distance of 0.94 feet; thence South 00°01'33" West, a distance of 1.56 feet; thence South 89°58'27" East, a distance of 14.42 feet; thence South 00°01'31" West, a distance of 21.97 feet; thence North 89°58'32" West, a distance of 0.49 feet; thence South 00°01'33" West, a distance of 24.53 feet; thence North 89°58'27" West, a distance of 27.91 feet; thence North 00°01'33" East, a distance of 15.43 feet; thence North 89°58'27" West, a distance of 1.32 feet; thence North 00°01'33" East, a distance of 1.94 feet; thence North 89°58'27" West, a distance of 3.54 feet; thence South 00°01'33" West, a distance of 13.02 feet; thence North 89°58'27" West, a distance of 1.71 feet; thence South 00°01'33" West, a distance of 4.34 feet; thence North 89°58'27" West, a distance of 29.70 feet; thence North 00°01'33" East, a distance of 17.47 feet; thence North 89°58'27" West, a distance of 40.22 feet; thence North 00°01'33" East, a distance of 6.41 feet; thence North 89°58'30" West, a distance of 9.99 feet; thence North 00°01'33" East, a distance of 0.66 feet; thence North 89°58'19" West, a distance of 0.49 feet; thence North 00°01'51" East, a distance of 21.97 feet to the Point of Beginning, all being situated within the City of Chicago, County of Cook, and State of Illinois.

AND

II. South Parcel (CONTINUED ON NEXT PAGE)

Lots 139, 141, 143, 145, 147, 149, 151, 153, and 160 in Roosevelt Square Subdivision Phase Two, Plat Two, being a subdivision of part of the East ½ of the Northwest ¼ of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded in Cook County, Illinois.

PINS: 17-20-102-009, 17-20-102-010, 17-20-102-011, 17-20-102-012, 17-20-102-016, 17-20-102-017, 17-20-102-018, 17-20-102-019, 17-20-102-020, 17-20-102-021, 17-20-102-045, 17-20-102-046, 17-20-102-047, 17-20-102-048 and 17-20-103-046

COMMON ADDRESSES:

LOT 139	1303-1311 & 1317 W. ROOSEVELT ROAD
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LOT 141	1333 W. ROOSEVELT ROAD
LOT 143	1354 W. WASHBURNE AVENUE
LOT 145	1342 W. WASHBURNE AVENUE
LOT 147	1326-1332 W. WASHBURNE AVENUE
LOT 149	1306 & 1314 W. WASHBURNE AVENUE
LOT 151	1256 W. WASHBURNE AVENUE
LOT 153	1246 W. WASHBURNE AVENUE
LOT 160	1224 W. WASHBURNE AVENUE

CHICAGO-#15016-v2-RSII_Legal_Description_(Rental_Only).DOC

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