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Doc#: 0835211110 Fee: \$76.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/17/2008 03:18 PM Pg: 1 of 21

Property of Cook County Clerk's Office

NO 1071417 13 of 22

This instrument prepared by
and when recorded return to:
Michael L. Gaynor
Assistant Corporation Counsel
City of Chicago
Office of Corporation Counsel
Room 600
121 North LaSalle Street
Chicago, Illinois 60602



ASSIGNMENT OF RENTS AND LEASES

Dated as of December 1, 2008

KNOW ALL PERSONS BY THESE PRESENTS THAT

Hollywood House Limited Partnership, an Illinois limited partnership (the "Assignor"), whose office is located at 208 South LaSalle Street, Suite 1818, Chicago, Illinois 60604, in consideration of One Dollar paid by the City of Chicago, Illinois (the "Assignee"), whose office

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is located at 121 North LaSalle Street, Chicago, Illinois 60602, hereby conveys, transfers and assigns unto the Assignee, its successors and assigns, all the rights, interest and privileges, which the Assignor, its successors and assigns, as lessor, has and may have in the leases now existing (as more particularly described on Exhibit B attached hereto and hereby made a part hereof) or hereafter made and affecting the real property described below or any part thereof, as said leases may have been or may from time to time be hereafter, modified, extended and renewed, with all rents, income, issues and profits due and becoming due therefrom. The Assignor will, on request of the Assignee, execute assignments of any future leases affecting any part of the Premises (as defined in the hereinafter defined Mortgage).

This Assignment of Rents and Leases (this "Assignment") is made as additional security for the obligations of the Assignor under a certain Housing Loan Agreement dated of even date herewith (hereinafter, as the same may be amended, supplemented and restated from time to time called the "Loan Agreement") between the Assignor and the Assignee and for the obligations of the Assignor under its promissory note (herein such note, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, shall be called the "Note") in the principal amount of \$4,500,000, dated of even date herewith and payable to the Assignee. The obligations of the Assignor under the Loan Agreement and the Note are secured by, among other things, a certain Junior Mortgage, Security Agreement and Financing Statement dated of even date herewith (hereinafter, as the same may be amended, supplemented and restated from time to time called the "Mortgage") from the Assignor to the Assignee, which Mortgage constitutes a lien on and otherwise relates to certain interests of the Assignor in certain real estate situated in the City of Chicago, Cook County, Illinois, described in Exhibit A attached hereto and hereby made a part hereof, and described in the Mortgage, and the acceptance of this Assignment and the collection of rents or the payments under the leases hereby assigned shall not constitute a waiver of any rights of the Assignee under the terms of the Mortgage. It is expressly understood and agreed by the parties hereto that before an event of default (which is not cured within any applicable notice and/or cure periods) occurs hereunder, or under the terms of the Loan Agreement, the Mortgage or any of the other Loan Documents (as defined in the Loan Agreement) (an "Event of Default"), the Assignor shall have the right to collect said rents, income, issues and profits from the aforementioned leases and to retain, use and enjoy the same; provided, however, that even before an Event of Default occurs, no rent more than one month in advance (other than reasonable security deposits) shall be collected or accepted without the prior written consent of the Assignee. Anything to the contrary notwithstanding, after the occurrence of an Event of Default, the Assignor hereby assigns to the Assignee any award made hereafter to the Assignor in any court procedure involving any of the lessees in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and any and all payments made by lessees in lieu of rent. Upon the occurrence of an Event of Default, the Assignor hereby appoints the Assignee as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment; subject to the condition, however, that if after the occurrence of an Event of Default, said Event of Default shall be cured or waived, the appointment of the Assignee as attorney in fact for the Assignor shall cease and determine.

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The Assignor, if an Event of Default has occurred and is continuing, hereby authorizes the Assignee, at its option, to enter and take possession of the Premises and to manage and operate the same, to collect all or any rents accruing therefrom and from said leases, and, subject to the use restrictions set forth in the Regulatory Agreement and other covenants and agreements of record affecting tenancy, including the Senior Regulatory Agreement and Junior Regulatory Agreement (as such terms are defined in the Loan Agreement), to let or relet the Premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in its own name or the Assignor's name, make repairs as the Assignee deems appropriate, and perform such other acts, in its own name or the Assignor's name, in connection with the management and operation of the Premises as the Assignee, in its discretion, may deem proper. The Assignor, in such case, shall cooperate with the Assignee in all other respects to effectuate the terms and conditions hereof.

The receipt by the Assignee of any rents, income, issues or profits pursuant to this Assignment after the institution of foreclosure proceedings under the Mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto. Upon foreclosure of the Mortgage (for which this Assignment serves as additional security), it is understood by the Assignor and the Assignee that the Assignee's rights under this Assignment continue through the period of foreclosure.

The Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Assignor under any of the said leases, and the Assignor hereby agrees to indemnify the Assignee for, and to defend and save it harmless from, any and all liability arising from any of said leases or from this Assignment (other than any liability arising out of the Assignee's gross negligence or willful misconduct following the Assignee's acquisition of title to or control of the Premises, unless such act is taken in response to (1) any negligent act or omission of the Assignor, the General Partner or the Owner, if any, or (2) any breach (other than failure to repay the Loan) by the Assignor, the General Partner or the Owner, if any, in connection with the Loan), and this Assignment shall not place responsibility for the control, care, management or repair of the Premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

The Assignor covenants and represents that (i) the Assignor has full right and title to assign all leases assigned hereunder and the rents, income, issues and profits due or to become due thereunder; (ii) the terms of said leases have not been changed from the terms in the copy of said leases submitted to the Assignee for approval; (iii) no other assignment of any interest therein has been made other than to the Senior Lender, if any, and the Junior Lender, if any (both as defined in the Loan Agreement); (iv) there are no existing defaults under the provisions thereof; (v) all rents due under any of said leases on or before the date hereof have been paid in full to the Assignor; (vi) other than reasonable security deposits, no rents under any of said leases have heretofore been collected more than one month in advance; (vii) the Assignor has not granted any concession to any lessee under any of said leases other than as appears in the terms

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thereof; (viii) the Assignor will comply with all of the material terms of all of said leases; (ix) the Assignor will promptly give the Assignee a copy of any notice received by the Assignor concerning any material default by the Assignor under any of said leases; and (x) the Assignor will not hereafter cancel, surrender or terminate any of said leases, or exercise any option which might lead to such termination or change, or alter or modify any of said leases or consent to the release of any party liable thereunder or to the assignment of any lessee's interest in the lease to which such lessee is a party, other than in the ordinary course of business of the Assignor.

The Assignor hereby authorizes the Assignee, if an Event of Default has occurred and is continuing, to give notice in writing of this Assignment at any time to any tenant under any of said leases.

The full performance of the Loan Agreement and the Mortgage and the duly recorded release or reconveyance of the Premises and security interests described therein shall render this Assignment void and upon the written request of the Assignor, the Assignee shall execute and deliver to the Assignor a recordable release of this Assignment.

The net proceeds collected by the Assignee under the terms of this Assignment shall be applied, at the option of the Assignee, to pay all costs and expenses in connection with the management and operation of the Premises and/or to pay all or any portion of the entire indebtedness from time to time outstanding and secured by the Loan Agreement and the Mortgage. The Assignee shall not be accountable for any monies other than said net proceeds actually received by the Assignee under the terms of this Assignment, nor shall the Assignee be liable for any failure to collect rents or other payments due from lessees under the leases assigned hereunder.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the Mortgage.

This Assignment is subject and subordinate in each and every respect to any and all rights of any kind created by each of the following:

That certain Mortgage dated as of December 1, 2008 from the Assignor to PNC Bank, N.A. (the "Senior Lender") and recorded prior hereto in the Office of the Cook County Recorder of Deeds, securing a note of even date therewith in the principal amount of \$11,511,100 in favor of the Senior Lender (the "Senior Mortgage");

That certain Regulatory Agreement for Multifamily Housing Projects dated as of December 1, 2008 between the Assignor and the Secretary of Housing and Urban Development and recorded prior hereto in the Office of the Cook County Recorder of Deeds;

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That certain Assignment of Rents and Leases dated as of December 1, 2008 from the Assignor to the Senior Lender and recorded prior hereto in the Office of the Cook County Recorder of Deeds;

That certain Regulatory Agreement between the Assignee and the Assignor dated as of December 1, 2008, which qualifies as an extended use agreement under Section 42(h)(6)(B) of the Internal Revenue Code of 1986, as amended, and which was recorded prior hereto in the Office of the Cook County Recorder of Deeds. In connection with this Regulatory Agreement, the Assignee agrees that, so long as and only if the Regulatory Agreement, by its terms, terminates upon foreclosure under this Assignment or upon a transfer of the Premises by instrument in lieu of foreclosure, unless such foreclosure or transfer is determined to be part of an arrangement to terminate the "extended use period" as set forth in Code Section 42(h)(6)(E), the lien of this Assignment shall be subordinate to such Regulatory Agreement; and

That certain Hollywood House Apartments Redevelopment Agreement among the Assignor, the Assignee and Heartland Housing, Inc. dated as of December 1, 2008 and recorded prior hereto in the Office of the Cook County Recorder of Deeds .

So long as that certain Assignment of Rents and Leases from the Assignor to the Senior Lender (the "Senior Document") is in effect, in the event of any conflict between the provisions of this Agreement and the Senior Document, the provisions of the Senior Document shall prevail. Any waiver or forbearance by the Senior Lender under the Senior Loan Documents shall not impair the priority of its lien under the Senior Loan Documents.

This Assignment shall be governed as to performance and interpretation in accordance with the internal laws of the State of Illinois without regard to its conflict of laws principles.

If any provision of this Assignment, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Assignment shall be construed as if such invalid part were never included herein and this Assignment shall be and remain valid and enforceable to the fullest extent permitted by law.

All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Loan Agreement.

The indebtedness evidenced by the Note shall be non-recourse to the extent and in accordance with the conditions specified therein and in the Loan Agreement.

The document entitled "HUD-Required Provisions Rider" attached hereto as Exhibit C is hereby incorporated as if fully set forth herein and shall remain a part hereof so long as the Secretary of the United States Department of Housing and Urban Development ("HUD") or his/her successors or assigns are the insurers or holders of the Senior Note (known as the Mortgage Note in the HUD-

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Required Provisions Rider). Upon such time as HUD is no longer the insurer or holder of the Senior Note or such time as the Senior Note is paid in full, the Assignor and the Assignee agree that the HUD-Required Provisions Rider shall no longer be a part hereof.

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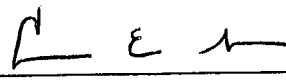
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IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal as of the day and year first above written.

Hollywood House Limited Partnership

BY: Hollywood Sheridan Neighborhood Development Corp., NFP, an Illinois not-for-profit corporation and sole general partner of the Assignor

By: 
Name: Andrew E. Geer
Its: Secretary

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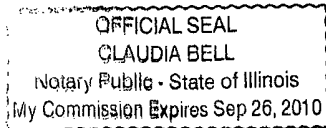
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Andrew E. Geer, personally known to me to be the Secretary of Hollywood Sheridan Neighborhood Development Corp., NFP (the "General Partner"), an Illinois not-for-profit corporation and sole general partner of Hollywood House Limited Partnership (the "Assignor"), an Illinois limited partnership, 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 severally acknowledged that as such Secretary, he 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 Assignor, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15th day of December, 2009.

Claudia Bell
Notary Public

(SEAL)



Deputy Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION:

THE SOUTH 20 FEET OF LOT 9, AND ALL OF LOTS 10, 11 AND 12 IN BLOCK 6 IN COCHRAN'S ADDITION TO EDGEWATER BEING A SUBDIVISION OF SOUTH 1946 FEET OF WEST 1320 FEET OF EAST FRACTIONAL ½ OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ADDRESS COMMONLY KNOWN AS:

5700 North Sheridan Road, Chicago, Illinois 60660

PERMANENT INDEX NO.:

14-05-406-021-0000

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EXHIBIT B

EXISTING LEASES

(see attached rent roll)

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Rent Roll
r5700 - 5700 N. Sheridan Road

Unit	Unit Type	Tenant Code	Tenant Name	Unit Sqft	Market Rent	Actual Rent	Deposit	Lease From	Lease To	NSF	Late
0110			VACANT	0.0	1,365.00						
0120			Joey's Salon	0.0	1,560.00	1,560.00	1,300.00	01/01/08	//	0	3
0201		nsmpert	Perikies Tomaras	0.0	511.00	511.00	450.00	05/01/08	04/30/09	0	8
0202		rsotele	Elestheria Sotira	0.0	501.00	501.00	0.00	01/01/08	12/31/09	0	0
0203			VACANT	0.0	491.00						
0204		rpapst	Aris Paps	0.0	506.00	511.00	503.00	11/01/08	10/31/09	0	4
0205		rpelbes	Besima Petesic	0.0	506.00	501.00	500.00	01/01/08	12/31/08	0	8
0206			VACANT	0.0	506.00						
0207		rguzda	Clara Guzman	0.0	506.00	511.00	506.00	12/01/08	11/30/09	0	5
0208		rworron	Ronald E. Woodling	0.0	539.00	539.00	539.00	01/01/08	12/31/08	0	3
0209		rtaycha	Charles Ray	0.0	641.00	641.00	641.00	02/01/08	01/31/09	0	3
0210			VACANT	0.0	611.00						
0211		rmcpal	Peter Julian McGechie	0.0	668.00	668.00	668.00	03/01/08	02/28/09	0	12
0212			VACANT	0.0	668.00						
0214		rbisjoa	Joan Bishop	0.0	648.00	648.00	473.00	01/01/08	12/31/08	0	2
0215		rkrnrob	Robert Kurmke	0.0	145.00	145.00	648.00	06/01/08	05/31/09	0	6
0216			VACANT	0.0	648.00						
0217		reckeva	Evanthia Eckert	0.0	651.00	648.00	604.00	01/01/08	12/31/08	0	63
0218		rdadrin	Rimma Dadashyan	0.0	668.00	0.00	0.00	//	06/30/99	0	0
0219		rdempel	Gordana Naumovic	0.0	506.00	668.00	668.00	04/01/08	03/31/09	0	1
0301		rtaguza	Peter Demos	0.0	501.00	506.00	506.00	02/06/08	01/31/09	0	0
0302		rhouant	Uzair Ragibovic	0.0	501.00	501.00	0.00	01/01/08	12/31/08	0	5
0303		rtaknik	Anthony Koukoulas	0.0	501.00	501.00	328.00	01/01/08	12/31/08	1	5
		rtaknik	Nikola Dukic	0.0	501.00	501.00	0.00	07/01/08	12/31/08	0	2
		rtaknik	Emmanuel Meissinos	0.0	0.00	0.00	0.00	//	//	0	0
		rtaknik	Veronica Thomas	0.0	506.00	511.00	506.00	//	10/31/09	0	1
0304		rtaknik	La Ruth McLaurin	0.0	506.00	0.00	0.00	//	//	0	0
		rtaknik	Anna Voloshin	0.0	501.00	501.00	506.00	07/01/08	06/30/09	0	3
0305		rtaknik	VACANT	0.0	511.00						
0306		rtaknik	Virtudes Vargas	0.0	511.00	0.00	0.00	//	//	0	0
0307		rtaknik	Arthur Carrillo	0.0	501.00	0.00	0.00	//	07/31/99	0	0
0308		rtaknik	Nina Laskavaya	0.0	539.00	544.00	544.00	06/01/08	05/31/09	0	0
		rtaknik	Christina Szwed	0.0	641.00	641.00	651.00	05/01/08	04/30/09	1	18
0309		rtaknik	VACANT	0.0	641.00						
0310		rtaknik	Helen Pavichevich	0.0	668.00	668.00	668.00	05/01/08	04/30/09	0	1
0311		rtaknik	Ruth Holzman	0.0	668.00	668.00	668.00	05/01/08	04/30/09	0	0
0312		rtaknik	Milava Jurasic	0.0	668.00	668.00	668.00	//	//	0	0
		rtaknik	Timotheos Kataizidis	0.0	668.00	668.00	668.00	02/07/08	01/31/09	0	3
		rtaknik	VACANT	0.0	638.00						
0314		rtaknik	Mahmed & Samsa Coralk	0.0	648.00	648.00	0.00	01/01/08	12/31/08	0	1
0315		rtaknik	VACANT	0.0	654.00						
0316		rtaknik	Jean M. Christ	0.0	658.00	668.00	658.00	10/01/08	09/30/09	0	6
0317		rtaknik	Rifat & Midheha Begovic	0.0	648.00	648.00	604.00	01/01/09	01/01/09	0	2
0318		rtaknik	Missak Missakian	0.0	501.00	0.00	0.00	//	08/31/99	0	0
0319		rtaknik	John Stathopoulos	0.0	501.00	501.00	288.00	01/01/09	12/31/09	0	21
0401		rtaknik	Billy Galvan	0.0	506.00	511.00	511.00	04/01/08	03/31/09	0	8
0402		rtaknik	Demetri Paragiropoulou	0.0	501.00	511.00	218.00	01/01/08	12/31/08	0	5
0403		rtaknik	Frank C. Kic	0.0	501.00	501.00	0.00	01/01/08	12/31/08	0	2
0404		rtaknik	Vasiliki Smyrlos	0.0	506.00	511.00	511.00	05/01/08	04/30/09	0	9
0405		rtaknik	Penidis Kaidis	0.0	506.00	511.00	506.00	08/01/08	07/31/09	0	37

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r5700 - 5700 N. Sheridan Road

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Unit	Unit Type	Tenant Code	Tenant Name	Unit Sqft	Market Rent	Actual Rent	Deposit	Lease From	Lease To	NSF	Late
0405			VACANT	0.0	491.00						
0407			VACANT	0.0	606.00						
0408			VACANT	0.0	539.00	539.00	539.00	01/01/09	12/31/09	0	0
0409	ruaalif		Alfonso Juardo	0.0	539.00	641.00	641.00	01/01/09	12/31/09	0	1
0410	magpaa		Pearl Nager	0.0	125.00	0.00	0.00	/ /	/ /	0	0
0410	meidor		Dorothy Meister	0.0							
0410			VACANT	0.0							
0411	redgdr		Dorothy Edgar	0.0	668.00	668.00	66.00	02/01/08	01/31/09	0	19
0412	ralecon		Constantine Aien	0.0	668.00	668.00	0.00	12/01/08	/ /	0	0
0412	ryrele		Eleanor Cyrus	0.0	658.00	668.00	668.00	10/01/08	09/30/09	0	3
0414	zshymar		Mark Shwartsman	0.0		0.00	0.00	/ /	09/30/99	0	0
0415	rnyket		Kathryn Reynolds	0.0	139.00	139.00	638.00	06/01/08	05/31/09	0	23
0416	rrogjlea		Jeanne Rognant	0.0	668.00	668.00	668.00	05/01/08	04/30/09	0	0
0417	rdrajlea		Jeanne Dranias	0.0	668.00	668.00	668.00	03/01/08	02/28/09	0	1
0418	rleoric		Ricd Leonardj	0.0	658.00	658.00	658.00	11/01/08	10/31/09	2	31
0419			VACANT	0.0	501.00						
0501			VACANT	0.0	0.00						
0502			VACANT	0.0	501.00						
0503			VACANT	0.0	506.00						
0504	mayrus		Russell Ray	0.0	511.00	511.00	506.00	11/01/08	10/31/09	0	2
0505			VACANT	0.0	511.00						
0506	rpejos		Josephine Petifcca	0.0	501.00	511.00	511.00	12/01/08	11/30/09	0	1
0507	rhtchir		Christos Blis	0.0	501.00	501.00	281.00	01/01/09	12/31/09	0	13
0508	rftomchit		Christ Tompulis	0.0	534.00	534.00	274.00	01/01/08	12/31/08	1	11
0509	rmujmid		Midhala & Ahmed Mujitic	0.0	631.00	631.00	588.00	01/01/08	12/31/08	1	12
0510			VACANT	0.0	631.00						
0510	zcreann		Annie Crespo	0.0	668.00	668.00	668.00	07/01/08	06/30/09	0	4
0510	rsmidol		Dolores Smith	0.0	668.00	668.00	0.00	/ /	/ /	0	0
0510	rriosan		Sandra Richie	0.0	668.00	668.00	858.00	11/01/08	10/31/09	0	0
0510			VACANT	0.0							
0510	rtanval		Valerie Tanner	0.0	143.00	143.00	848.00	11/01/07	10/31/08	0	5
0517	rjured		Redzep & Mavjida Ljusic	0.0	307.00	307.00	658.00	10/10/07	10/31/08	0	11
0518	rfracha		Charlene Frank	0.0	668.00	668.00	668.00	05/01/08	04/30/09	1	5
0519	rkomik		Mike Kurres	0.0	501.00	501.00	240.00	01/01/08	12/31/08	2	58
0601	rfto-chr		Christ Thodoropoulos	0.0	529.00	529.00	405.00	01/01/09	12/31/09	0	44
0602	rmatgeo		George Makris	0.0	529.00	529.00	295.00	01/01/09	12/31/09	0	7
0603	rjksub		Subhija Ajkunic	0.0	529.00	529.00	0.00	01/01/08	12/31/08	0	3
0604			VACANT	0.0	639.00						
0605	rsnaram		Ramiza Smagio	0.0	534.00	534.00	0.00	01/01/09	12/31/09	0	4
0606	rpalmer		Marie Salitan	0.0	529.00	529.00	455.00	01/01/08	12/31/08	0	9
0607	rklanic		Nick Klambatsas	0.0	529.00	529.00	0.00	/ /	/ /	0	0
0607	rpevnic		Nick Pavlis	0.0	529.00	529.00	485.00	01/01/09	12/31/09	0	9
0608			VACANT	0.0							
0609	rvreana		Anastasia Vrentas	0.0	615.00	631.00	611.00	01/01/09	12/31/08	0	2
0610	rpatvas		Vasilios & Dimtra Saitanos	0.0	641.00	641.00	641.00	01/01/08	12/31/08	0	7
0611	rhanimat		Marta Hansen	0.0	739.00	739.00	749.00	05/01/08	04/30/09	0	6
0612	rktrophl		Phillip Krounias	0.0	749.00	749.00	749.00	03/01/08	02/28/09	0	8
0612	rdejbou		Louis Decour	0.0	151.00	0.00	0.00	/ /	/ /	0	0
0615	ngouhel		VACANT	0.0	151.00						
0616			Heidi Courlay	0.0	739.00	749.00	739.00	09/01/08	08/31/09	2	1
0617			VACANT	0.0							
0618	rbarcar		Garyl Bariko	0.0	749.00	0.00	0.00	/ /	/ /	0	0

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Rent Roll
r5700 - 5700 N. Sheridan Road

Unit	Unit Type	Tenant Code	Tenant Name	Unit Sqft	Market Rent	Actual Rent	Deposit	Lease From	Lease To	NSF	Late
0619		rtaama	Sma Tsatsas	0.0	534.00	749.00	749.00	06/01/08	05/31/09	0	0
0701		rsmjala	Alan Smith	0.0	524.00	539.00	539.00	09/01/08	08/31/09	0	9
0702		rxrgeo	VACANT	0.0	529.00	529.00	529.00	01/01/07	12/31/07	0	37
0703		rdecpel	Georgios Xifos	0.0	528.00	529.00	435.00	01/01/08	12/31/08	1	35
0704			Peter Dardas	0.0	539.00	539.00	539.00	10/01/08	09/30/09	0	6
0705		rewpal	VACANT	0.0	534.00	539.00	539.00	04/03/08	03/31/09	3	9
0706		rpater	Patricia Lewinthal	0.0	539.00	539.00	539.00	10/01/08	09/30/09	0	1
0707		rtaggr	Gerald Pateman	0.0	534.00	539.00	539.00	08/01/08	07/31/09	0	4
0708		rriagn	Agres & Stanley Friedlander	0.0	651.00	0.00	0.00	///	///	0	0
0709		rtgonle	Eloy Ernesto Gonzalez	0.0	611.00	729.00	729.00	03/01/08	12/31/08	0	3
0709		rfrfrou	VACANT	0.0	729.00	739.00	729.00	///	///	0	0
0710			Janice Georgandas	0.0	739.00	739.00	729.00	01/01/08	12/31/08	0	3
0711			Nisvela Palislarovic	0.0	729.00	739.00	729.00	11/01/07	10/31/08	1	21
0712		rgoajant	VACANT	0.0	739.00	739.00	300.00	///	///	0	1
0714		rpahnis	John & Elena Murtean	0.0	739.00	739.00	0.00	09/01/08	08/31/09	0	0
0716		rjopmer	Judy E. Hughes	0.0	500.00	500.00	749.00	///	///	0	0
0717		rmunjo2	Dolores H. Levin	0.0	739.00	749.00	749.00	///	///	0	0
0718		rmugjud	Ahina Varnava	0.0	739.00	729.00	682.00	01/01/08	12/31/08	0	4
0718		rlevdgl	VACANT	0.0	529.00	539.00	539.00	05/01/08	04/30/09	0	3
0719		rvarath	VACANT	0.0	534.00	539.00	539.00	///	///	0	0
0801		rtaychr	Christina J. Singh Taylor	0.0	519.00	0.00	0.00	///	///	0	0
0802		rwebljn	Lynford K. Webber	0.0	519.00	0.00	0.00	///	///	0	0
0803			VACANT	0.0	519.00	0.00	0.00	///	///	0	0
0804			VACANT	0.0	519.00	0.00	0.00	///	///	0	0
0805		rtakina	VACANT	0.0	519.00	534.00	534.00	11/01/07	10/31/08	0	53
0806		relashe1	Ina Takacs	0.0	534.00	539.00	539.00	06/01/08	05/31/09	0	4
0807		rvelthc	Sheila M. Elam	0.0	539.00	539.00	539.00	04/01/08	03/31/09	0	3
0808		rvrtfik	Nicholas Vetsinouris	0.0	615.00	620.00	620.00	12/01/08	11/30/09	0	4
0809		rbovros	Fikrela & Avdo Viteskic	0.0	641.00	651.00	0.00	12/01/08	11/30/09	0	2
0810		rortiskd	Rose Boy	0.0	641.00	651.00	641.00	///	///	0	0
0811		rjonthel	Sidney Orlov	0.0	739.00	739.00	739.00	01/01/08	12/31/08	0	0
0812			Helan W. Jones	0.0	739.00	739.00	739.00	///	///	0	0
0814			VACANT	0.0	728.00	739.00	739.00	///	///	0	0
0815			VACANT	0.0	749.00	749.00	749.00	///	///	0	0
0816		rwarjos	VACANT	0.0	729.00	739.00	739.00	///	///	0	0
0817		rbrohar	Joseph E. Warren	0.0	739.00	749.00	739.00	08/01/08	07/31/09	0	9
0818		rshkedw	Harvey Brooks Jr.	0.0	261.00	257.00	739.00	04/01/08	03/31/09	0	2
0819		rbrock	Edward & Yekna Shklover	0.0	729.00	729.00	351.00	01/01/08	12/31/08	0	2
0901			George Brock	0.0	539.00	539.00	534.00	07/01/08	06/30/09	0	1
0902			VACANT	0.0	519.00	519.00	519.00	///	///	0	0
0903			VACANT	0.0	519.00	519.00	519.00	///	///	0	0
0904		rmaigeo	VACANT	0.0	457.00	529.00	304.00	01/01/08	12/31/08	0	42
0905		rashgilt	Georgia Maly	0.0	529.00	539.00	539.00	08/01/08	05/31/09	0	5
0906			Gill Ashoun	0.0	539.00	539.00	539.00	///	///	0	0
0907			VACANT	0.0	529.00	529.00	529.00	///	///	0	0
0908		rfeanic	Nicholas Festos	0.0	620.00	620.00	620.00	07/01/08	06/30/09	0	5
0909		rhorait	Allee Horwich	0.0	641.00	641.00	641.00	01/01/08	12/31/08	0	0

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Rent Roll
r5700 - 5700 N. Sheridan Road

Unit	Unit Type	Tenant Code	Tenant Name	Unit Sqft	Market Rent	Actual Rent	Deposit	Lease From	Lease To	NSF	Late
0910		rkanadr	Adrian Kanglea	0.0	631.00	0.00	0.00	/ /	04/30/00	0	0
0911		rzarver	Vera & Mikhail Zartaystky	0.0	749.00	631.00	540.00	01/01/08	12/31/08	0	17
0912		rtomthe	Theodora Tompis	0.0	739.00	749.00	739.00	11/01/08	10/31/09	0	3
0914		rjanell	Elizabeth Janis	0.0	95.00	749.00	749.00	04/01/08	03/31/09	0	4
0915		rmamic	Nick Marafatos	0.0	729.00	729.00	540.00	01/01/08	12/31/08	5	53
0916		rtomana	Anastasia Tomaras	0.0	739.00	739.00	739.00	01/01/08	12/31/08	0	1
0917		rkamam	Amold & Aleksandra Kamenetaskaya	0.0	729.00	729.00	52.00	01/01/08	12/31/08	0	3
0918			VACANT	0.0	653.00						
0919		rwhwil	William Wijitong	0.0	534.00	539.00	539.00	11/01/08	10/31/09	0	0
1000		rkenkat	Kathleen B. Kennedy	0.0	870.00	870.00	0.00	/ /	/ /	0	11
1001		rdercat	Catharine Daimatas	0.0	539.00	539.00	0.00	01/01/08	12/31/08	0	8
1002			VACANT	0.0	420.00						
1003			VACANT	0.0	529.00						
1004		rlojimt	Jim Diantoda	0.0	539.00	539.00	295.00	01/01/08	12/31/08	1	19
1005		rvasosc	VACANT	0.0	529.00						
1006			VACANT	0.0	539.00	539.00	485.00	01/01/08	12/31/08	2	18
1007			VACANT	0.0	655.00						
1008			VACANT	0.0	955.00						
1009		rhaamar	Margaret Haas	0.0	611.00	651.00	651.00	08/01/08	07/31/09	0	6
1010		rthreug	Eugene Horcher	0.0	821.00	831.00	821.00	10/01/08	09/30/09	0	1
1011		rmagem	Emeist & Sofia Nagi-Zade	0.0	811.00	811.00	405.00	01/01/08	12/31/08	0	7
1012		rtshubor	Boris & Galina Shub	0.0	749.00	749.00	609.00	01/01/08	12/31/08	0	6
1015			VACANT	0.0	681.00						
1016			VACANT	0.0	761.00						
1017		rmedosc	Oscar Medina	0.0	149.00	149.00	831.00	09/05/08	09/30/09	0	3
1018		rhercia	Clara Berger	0.0	811.00	811.00	693.00	01/01/08	12/31/08	0	7
1019		rthomied	Nadegia Bon	0.0	539.00	539.00	445.00	01/01/08	12/31/08	0	34
1101		rtarmste	Stella Lamprinos	0.0	539.00	539.00	0.00	01/01/08	12/31/08	0	49
1102		rtpacali	Alice Pack	0.0	211.00	211.00	380.00	09/01/07	08/31/08	0	6
1103			VACANT	0.0	485.00						
1104		rmodjul	Juljeta Rodenas	0.0	544.00	544.00	544.00	02/03/08	01/31/09	0	10
1105		rredjoea	Joanne Sedmeir	0.0	544.00	549.00	549.00	08/01/08	07/31/09	0	5
1107			VACANT	0.0	529.00						
1108			VACANT	0.0	665.00						
1109		rthudiben	Henretta Hudson	0.0	641.00	641.00	641.00	08/01/08	07/31/09	0	0
1110			VACANT	0.0	641.00						
1111		rschher	Dr. Herbert Sohn	0.0	821.00	831.00	831.00	06/01/08	05/31/09	0	53
1112		rnikoligu	Gust Nikolopoulos	0.0	276.00	265.00	811.00	11/01/07	10/31/08	0	5
1114		rtwaljud	Judith Walker	0.0	821.00	831.00	831.00	04/01/08	03/31/09	0	2
1115			VACANT	0.0	791.00						
1116		rtmourang	Angela Mourakettis	0.0	831.00	831.00	831.00	08/01/08	08/31/09	1	9
1117		rtlavkr	Kiran I. Dave	0.0	133.00	133.00	811.00	08/01/08	07/31/09	0	12
1118		rtmilieb	Elbert Miller J.	0.0	173.00	173.00	831.00	09/01/08	08/31/09	0	2
1119		rtmagcon.	Constantine Magafas	0.0	509.00	539.00	250.00	01/01/08	12/31/08	0	27
1201			VACANT	0.0	509.00						
1202			VACANT	0.0	230.00						
1203			VACANT	0.0	509.00						
1204			VACANT	0.0	549.00						
1205		rtazille	Lieke Sezan	0.0	549.00	549.00	549.00	08/01/08	05/31/09	2	3

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Rent Roll
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Unit	Unit Type	Tenant Code	Tenant Name	Unit Sqft	Market Rent	Actual Rent	Deposit	Lease From	Lease To	NSF	Late
1206			VACANT	0.0	529.00	0.00	0.00				
1207			Mr. Koukoulas	0.0	539.00	539.00	0.00	01/01/08	12/31/08	0	0
1208			Tony L. Pappas			400.00	235.00	01/01/88	11	0	32
1209			CHAPEL			651.00	0.00	04/01/08	11	0	0
1210			Anastasios Makropoulos	0.0	651.00	651.00	651.00	08/01/08	03/31/09	0	7
1211			Gloria Hunt	0.0	641.00	651.00	651.00	08/01/08	07/31/09	0	6
1212			Riven & Ida Keyser	0.0	327.00	327.00	327.00	04/01/08	03/31/09	0	0
1214			VACANT	0.0	821.00	0.00	0.00				
1215			Marika Lukacs Saelher	0.0	931.00	931.00	921.00	12/01/08	11/30/09	0	2
1216			Gabrielle Minasian	0.0	821.00	831.00	831.00	06/01/08	05/31/09	0	0
1217			VACANT	0.0	750.00	0.00	0.00	11	05/31/00	0	0
1218			Dorothy Helford			831.00	831.00	06/01/08	05/31/09	0	0
1219			Mary Jo Mitchell	0.0	550.00	550.00	550.00	10/01/08	09/30/09	0	1
1219			Stanley Friedlander	0.0	0.00	0.00	0.00	11	11	0	0
1219			CLIHFF	0.0	90.00	90.00	90.00	11	11	0	0
G00			VACANT	0.0	90.00	0.00	0.00				
G01			Russell Ray	0.0	90.00	90.00	90.00	11	11	0	3
G02			VACANT	0.0	90.00	0.00	0.00				
G03			VACANT	0.0	90.00	0.00	0.00				
G04			Christina Singh Taylor	0.0	90.00	90.00	90.00	11	11	0	0
G05			Kathleen Dr. Kennedy	0.0	95.00	95.00	95.00	11	11	0	0
G06			Vasilios Gaitanos	0.0	90.00	90.00	90.00	11	11	0	0
G07			VACANT	0.0	90.00	0.00	0.00				
G08			George Makris	0.0	90.00	90.00	90.00	11	11	0	1
G09			Elise Monte	0.0	90.00	90.00	90.00	11	11	0	0
G10			Ernest & Sofic Negi-Zade	0.0	90.00	90.00	90.00	11	11	0	0
G11			VACANT	0.0	90.00	0.00	0.00				
G12			Tony Pappas	0.0	90.00	90.00	90.00	11	11	0	2
G13			Dr. Herbert Sohn	0.0	90.00	90.00	90.00	11	11	0	2
G14			Charles Ray	0.0	90.00	90.00	90.00	11	11	0	0
G15			Vera & Michael Zartaystiy	0.0	90.00	90.00	90.00	11	11	0	0
G16			Annie Crespo	0.0	85.00	85.00	85.00	11	11	0	0
G17			Joey's Salon	0.0	85.00	85.00	85.00	11	11	0	1
G18			Joey's Salon	0.0	85.00	85.00	85.00	11	11	0	1
G19			Eduard & Yelena Shklover	0.0	90.00	90.00	90.00	11	11	0	0
G20			Janica Georgandas	0.0	90.00	90.00	90.00	11	11	0	0
G21			VACANT	0.0	90.00	0.00	0.00				
G22			VACANT	0.0	90.00	0.00	0.00				
G23			Helem Gourlay	0.0	90.00	90.00	90.00	11	11	0	0
G24			Alice Horwich	0.0	90.00	90.00	90.00	11	11	0	0
G25			VACANT	0.0	90.00	0.00	0.00				
G26			James Palitopal	0.0	90.00	90.00	90.00	11	11	0	0
G27			VACANT	0.0	90.00	0.00	0.00				
G28			Marcades Lopp	0.0	90.00	90.00	90.00	11	11	0	1
G29			Anastasios Makropoulos	0.0	90.00	90.00	90.00	11	11	0	0
G30			Chris Torrouis	0.0	90.00	90.00	90.00	11	11	0	1
G31			John Muntear	0.0	85.00	85.00	85.00	11	11	0	2
G32			Stanley Friedlander	0.0	85.00	85.00	85.00	11	11	0	0
G33			Peter Demos	0.0	90.00	90.00	90.00	11	11	0	0
G34			VACANT	0.0	90.00	0.00	0.00				
G35			Kathleen Kennedy	0.0	90.00	90.00	90.00	11	11	0	0

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Rent Roll
r5700 - 5700 N. Sheridan Road

Unit	Unit Type	Tenant Code	Tenant Name	Unit Sqft	Market Rent	Actual Rent	Deposit	Lease From	Lease To	NSF	Late
G38		gvtand	Avdo Viteskic	0.0	90.00	0.00	0.00	//	//	0	0
G37		gvtals	Aisa Viteskic	0.0	90.00	0.00	0.00	//	//	0	0
G38		gvarzo	Verizon Inc.	0.0	85.00	0.00	0.00	//	//	0	0
G39		ghuladr	Adrian & Ratuca Hulea	0.0	85.00	0.00	0.00	//	//	0	1
G40		gricsan	Sandra Richie	0.0	90.00	0.00	0.00	//	//	0	0
G41		ghaamar	Margaret Haas	0.0	90.00	0.00	0.00	//	//	0	0
GHH		ghamste	Stella Lampfiro	0.0	90.00	0.00	0.00	//	//	0	1
verizon		verizon	Verizon Wireless	0.0	0.00	0.00	0.00	//	//	0	0
248			Total	0.0	119,808.00	78,095.00	69,225.00			28	1,263
169			Total Occupied	0	81,362.00	78,095.00					
68.70			% Occupied		67.91	65.18					
77			Total Vacant	0	38,446.00						
31.30			% Vacant		32.09						

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EXHIBIT C

HUD-REQUIRED PROVISIONS RIDER

THIS RIDER is attached to and made a part of that certain Assignment of Rents and Leases (the "Document"), dated as of December 1, 2008, entered into between the City of Chicago, Illinois, an Illinois municipal corporation (the "Subordinate Lender"), through its Department of Housing, having its offices at 35 North LaSalle Street, Second Floor, Chicago, Illinois 60602, and Hollywood House Limited Partnership, an Illinois limited partnership (the "Borrower"), relating to the property located at 5700 North Sheridan Road, in Chicago, Illinois. In the event of any conflict, inconsistency or ambiguity between the provisions of this Rider and the provisions of the Document, the provisions of this Rider shall control. All capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Document. As used herein, the term "HUD" shall mean the United States Department of Housing and Urban Development; the term "FHA" shall mean the Federal Housing Administration, an organizational unit within HUD; the term "Project" shall have the same meaning as in the HUD Regulatory Agreement described below; and the term "HUD/FHA Loan Documents" shall mean the following documents relating to the HUD-insured mortgage loan for the Project (Project No. 071-35795):

- A. Commitment for Insurance dated October 24, 2008, as amended, issued by the Secretary of HUD pursuant to Section 221(d)(4) to Developers Mortgage Corporation and later assigned to PNC Bank, N.A. ("Mortgagee") in the original principal amount of \$11,511,100;
- B. Building Loan Agreement dated December 1, 2008, between the Borrower and Mortgagee;
- C. Mortgage Note dated December 1, 2008, made by the Borrower payable to the order of Mortgagee in the principal amount of \$11,511,100 (the "Mortgage Note");
- D. Mortgage dated December 1, 2008, made by Borrower in favor of Mortgagee and encumbering the Project as security for the Mortgage Note (the "Mortgage");
- E. Security Agreement dated December 1, 2008, between the Borrower, as debtor, and Mortgagee and/or the Secretary of HUD as their interests may appear, as secured party;
- F. UCC-1 Financing Statement made by the Borrower, as debtor, and Mortgagee and/or the Secretary of HUD as their interests may appear, as secured party recorded with

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the Cook County Recorder's Office and to be filed with the Illinois Secretary of State;

- G. Regulatory Agreement for Multifamily Housing Projects, dated December 1, 2008, between the Borrower and HUD (the "HUD Regulatory Agreement");
- H. Assignment of Rents and Leases from Borrower to Mortgagee dated December 1, 2008; and
- I. Assignment of Contracts and Documents from Borrower to Mortgagee dated December 1, 2008.

- R-1 Notwithstanding anything in the Document to the contrary, the provisions of the Document are subordinate to all applicable Federal Statutes, HUD mortgage insurance regulations and related HUD directives and administrative requirements other than those HUD Mortgage insurance regulations, related HUD directives or administrative requirements which have been waived in writing by HUD with respect to the Project. The provisions of the Document are also expressly subordinate to the HUD/FHA Loan Documents. In the event of any conflict between the Document and the provisions of applicable Federal statutes, HUD mortgage insurance regulations, related HUD directives and administrative requirements, or HUD/FHA Loan Documents, the Federal statutes, HUD mortgage insurance regulations, related HUD directives and administrative requirements and HUD/FHA Loan Documents shall control, except for those HUD mortgage insurance regulations, related HUD directives or administrative requirements which have been waived in writing by HUD with respect to the Project.
- R-2 Failure on the part of the Borrower to comply with the covenants contained in the Document shall not serve as a basis for default on any HUD-insured or HUD-held mortgage on the Project. Additionally, and notwithstanding any term or condition to the contrary in the Document or any of the Subordinate Lender's Loan Documents, no failure on the part of the Borrower or its successors or assigns to comply with the covenants in the Mortgage Note, the HUD Mortgage, the HUD Regulatory Agreement, or any of the other HUD/FHA Loan Documents shall serve as a basis for the Subordinate Lender, its successors or assigns, or any other party acting by or through the rights provided therein, to declare a default under the Document or any of the Subordinate Lender's Loan Documents or to exercise any other rights provided in the Subordinate Lender's Loan Documents, without the express written approval of the Senior Lender, or its successors and assigns to the HUD Mortgage, and HUD.
- R-3 Compliance by the Borrower with the provisions and covenants of the Document and enforcement of the provisions and covenants contained in the Document, including, but not limited to, any indemnification provisions or covenants, will not and shall not result in any

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claim or lien against the Project, any asset of the Project, the proceeds of the Mortgage, any reserve, or deposit required by HUD in connection with the Mortgage transaction or the rents or other income from the Project, other than distributable "Surplus Cash" (as that term "Surplus Cash" is defined in the HUD Regulatory Agreement).

- R-4 No amendment to the Document made after the date of the HUD initial endorsement of the Mortgage Note shall have any force or effect until and unless such amendment is approved in writing by HUD. No amendment made after the aforesaid date to any HUD/FHA Loan Document shall be binding upon the Subordinate Lender unless the Subordinate Lender has consented thereto in writing.
- R-5 Unless waived in writing by HUD with respect to the Project, any action of the Borrower which is prohibited or required by HUD pursuant to applicable Federal law, HUD regulations, HUD directives and administrative requirements or the HUD/FHA Loan Documents shall supersede any conflicting provision of the Document, and the performance or failure to perform of the Borrower in accordance with such laws, regulations, directives, administrative requirements or HUD/FHA Loan Documents shall not constitute an event of default under the Document.
- R-6 So long as HUD is the insurer or holder of any mortgage on the Project or any indebtedness secured by a mortgage on the Project, the Borrower shall not and is not permitted to pay any amount required to be paid under the provisions of the Document except from Surplus Cash, as such term is defined, and in accordance with the conditions prescribed in the HUD Regulatory Agreement unless specifically permitted in writing by HUD.
- R-7 In the event of the appointment by any court of any person, other than HUD or the Mortgagee, as a receiver, as a mortgagee or party in possession, or in the event of any enforcement of any assignment of leases, rents, issues, profits, or contracts contained in the Document, with or without court action, no rents, revenue or other income of the Project collected by the receiver, person in possession or person pursuing enforcement as aforesaid, shall be utilized for the payment of interest, principal or any other amount due and payable under the provisions of the Document except from distributable Surplus Cash in accordance with the HUD Regulatory Agreement. The receiver, person in possession or person pursuing enforcement shall operate the Project in accordance with all provisions of the HUD/FHA Loan Documents.
- R-8 A duplicate of each notice given, whether required or permitted to be given, under the provisions of the Document shall also be given to:

Department of Housing and Urban Development
77 West Jackson Blvd., 23rd Floor

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Chicago, IL 60604

Attention: Director of Multi-Family Housing
Project No. 071-35795

HUD may designate any further or different addresses for such duplicate notices.

- R-9 Notwithstanding anything in the Document to the contrary, the Borrower and its successors and assigns may sell, convey, transfer, lease, sublease or encumber the Project or any part thereof provided it obtains the prior written consent of HUD to any such sale, conveyance, transfer, lease, sublease or encumbrance. The Borrower may make application to HUD for approval of a Transfer of Physical Assets in accordance with HUD regulations, directives and policies. A duplicate copy of such application shall be served on the Subordinate Lender. Within 90 days after such service, the Subordinate Lender shall serve written notice of its approval of such transfer, or of its requirements for approval of such transfer, on HUD, the Mortgagee and the Borrower. No such transfer shall occur or be effective until the Subordinate Lender's requirements shall have been satisfied. In the event the Subordinate Lender fails to serve such notice on HUD, the Mortgagee and the Borrower within said time, then any consent by HUD to such transfer shall be conclusively deemed to be the Subordinate Lender's prior written consent to such transfer and consummation of such transfer shall not be a default under the Document.
- R-10 The covenants contained in the Document shall automatically terminate in the event of a deed in lieu of foreclosure, of any mortgage insured or held by HUD with respect to the Project, or any portion thereof. Upon such termination, the Subordinate Lender shall furnish to HUD and the Mortgagee such releases and other documentation as HUD or the Mortgagee shall deem necessary or convenient to confirm or evidence such termination.
- R-11 Notwithstanding anything in the Document to the contrary, the provisions of this HUD-Required Provisions Rider are for the benefit of and are enforceable by HUD and the Mortgagee.

UNOFFICIAL COPY

Executed as of the date set forth above.

HOLLYWOOD HOUSE LIMITED
PARTNERSHIP,
an Illinois limited partnership

By: Hollywood Sheridan Neighborhood
Development Corp., NFP, an Illinois not-
for-profit corporation

Its: General Partner

By: _____

[Handwritten Signature]

Its: _____

SECRETARY

CITY OF CHICAGO

By: _____

[Handwritten Signature]
Commissioner
Department of Housing

Property of Cook County Clerk's Office