



Doc#: 1025131094 Fee: \$72.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/08/2010 04:09 PM Pg: 1 of 19

This instrument was prepared by and after recording, this instrument should be returned to:

**Pamela Cash
Assistant General Counsel
Office of the General Counsel
Chicago Housing Authority
60 E. Van Buren St., 12th Fl.
Chicago, Illinois 60605**

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "**Declaration**") is made and entered into as of the 1st day of September, 2010 by and between the **Chicago Housing Authority** (the "**Authority**"), a public body corporate and politic, organized and existing under the laws of Illinois and **Oyden North, LLC**, an Illinois limited liability company (the "**Owner**"), for the benefit of the United States of America, acting by and through the Secretary of Housing and Urban Development ("**HUD**").

WHEREAS, pursuant to the U.S. Housing Act of 1937, as amended from time to time, and any successor legislation (the "**Act**"), the Authority and HUD have entered into a Consolidated Annual Contributions Contract Number: C-1014, dated December 11, 1995, as previously amended from time to time and as the same may be amended from time to time (the "**ACC**"). The ACC provides for grants and annual contributions to be made by HUD to assist the Authority in developing, maintaining and operating its public housing units in accordance with All Applicable Public Housing Requirements (as defined below); and

WHEREAS, as of the date of execution of this Declaration, HUD and the Authority have entered into that certain Mixed Finance Amendment, Amendment No. 198 to the ACC (the "**Mixed Finance ACC Amendment**") adding to the ACC, under Project Number IL06P802250 (IL002149000), sixty (60) public housing rental units and any associated appurtenances (the "**PHA-Assisted Units**") in the City of Chicago, County of Cook, in the State of Illinois (which, together with any fixtures, rents, revenues, other income and personalty related to such units and appurtenances shall hereafter collectively be referred to as the "**Project**") to be constructed as part of the Development (as defined below). The anticipated common addresses of the Development are attached hereto as Exhibit A. The Development, commonly known as Park Douglas, consists of nineteen (19) buildings containing one hundred thirty-seven (137) rental apartment units, including 2-flats, 3-flats, 5-flats, 6-flats, a 9-flat and a 17-flat buildings, with one courtyard structure (the "**Development**"); and

WHEREAS, the Authority, and the Owner are, concurrently herewith, entering into a Regulatory and Operating Agreement, dated of even date herewith (the "**Regulatory and**

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Operating Agreement”), and other agreements, whereby the Authority has agreed to: (a) provide the Owner with assistance obtained under the Mixed Finance ACC Amendment to pay a portion of the development costs of the Project; and (b) to provide the Owner with operating subsidy assistance to assist in operating and maintaining the low income character of the Project. All capitalized terms used in this Declaration, unless otherwise defined herein, shall have the same meanings as are ascribed to such terms in the Regulatory and Operating Agreement; and

WHEREAS, the parties intend that the Project shall be eligible to receive the benefit of operating subsidies provided to the Authority by HUD pursuant to Section 9 of the Act (“Operating Fund”) and the Regulatory and Operating Agreement; and

WHEREAS, pursuant to the terms of the Regulatory and Operating Agreement, the sixty (60) public housing units constituting the Project shall float among the one-hundred thirty-seven (137) residential units included in the Development, and the term “Project”, as used herein, shall mean, at any given time, the residential units within the Development then being used as public housing units together with such number of other units within the Development, which, consistent with requirements for the numbers of bedrooms in such units set forth in the Regulatory and Operating Agreement, are designated for the potential use of public housing tenants, with the aggregate total of all such used and designated units being sixty (60), and any associated appurtenances to the ACC under project number IL IL06P802250 (IL002149000) in the City of Chicago, County of Cook, in the State of Illinois (together with any fixtures, rents, revenues, other income and personalty related to such units and appurtenances), and

WHEREAS, in return for the receipt of such assistance: (a) the Owner has agreed to develop, construct, and operate the Project in accordance with all requirements applicable to public housing, including, without limitation, the Act, HUD regulations thereunder (except to the extent that HUD has granted waivers of regulatory requirements), the ACC (including the Mixed Finance Amendment), the Mixed Finance Proposal dated July 27, 2010 as amended, this Declaration, the Regulatory and Operating Agreement, the Gautreaux Court Orders, the Amended and Restated Moving to Work Demonstration Agreement, and all other pertinent Federal statutory, executive order, and regulatory requirements, as such requirements may be amended from time to time (all such requirements are referred to in this Declaration as “**All Applicable Public Housing Requirements**”); and

WHEREAS, as of the date of this Declaration, the Authority holds fee title to a portion of the site on which the Development will be constructed. The Authority has entered into a ground lease with Sinai Community Institute, Inc. an Illinois not for profit corporation (“Sinai”), for the site on which the Development is to be developed, which ground lease has been assigned by Sinai to Owner, and Owner will develop and operate the Project;

WHEREAS, as of the date of this Declaration, the Owner holds fee title to the remaining portion of the site on which the Development will be constructed.

NOW, THEREFORE, to assure HUD of the performance by the Authority and the Owner, and any successors in interest to the Authority and the Owner, of All Applicable Public Housing Requirements in connection with the development, operation and maintenance of the Project for the Term (as defined below), the parties hereby acknowledge and agree:

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1. The Authority does hereby acknowledge and declare that it (a) is possessed of and holds fee title to a portion of the Development consisting of the real property situated in the City of Chicago, County of Cook, in the State of Illinois, as fully described in Exhibit B to this Declaration, which is made a part hereof; and (b) has ground leased the property described in Exhibit B to the Owner as of the date of this Declaration to for the construction of a portion of the Development comprising the Project and to hold it in trust for the benefit of HUD, for the purposes hereinafter stated:
2. The Owner does hereby acknowledge and declare that it (a) is possessed of and holds leasehold title to a portion of the Development consisting of the real property situated in the City of Chicago, County of Cook, in the State of Illinois, and (b) is possessed of and holds, or will hold, fee title to a portion of the Development comprising the Project, in trust for the benefit of HUD, for the purposes hereinafter stated. The leasehold title and fee title are fully described in Exhibit C to this Declaration and made a part hereof;
3. The Owner and the Authority hereby acknowledge and declare that, during the Term (hereinafter defined) the restrictive covenants set forth in this Declaration are, and shall be, covenants running with the Development for the period of the low income use restrictions, and are binding upon the Owner and the Authority, and their successors and assigns, for the Term;
4. The Authority shall cause the Owner to, and the Owner shall, develop the Project in compliance with All Applicable Public Housing Requirements, and the Owner shall thereafter, subject to the terms of the Regulatory and Operating Agreement, operate and maintain the Project in compliance with All Applicable Public Housing Requirements for the Term. As used herein, the “**Term**” shall mean the period that commences on the date hereof and expires upon the later to occur of (i) forty (40) years after the date of the first occupancy of the last PHA-Assisted Unit to be initially occupied, or (ii) the expiration of the period during which the Project is required to be operated as “public housing” under the Act, including, if applicable, the period ending ten (10) years after the end of the last Authority fiscal year for which Operating Fund assistance is provided by the Authority with respect to the Project or any portion thereof.
5. The Owner shall remain seized of its leasehold interests in and title to, as applicable, the Development and shall refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer of any kind of the Development, or any part thereof, or any rent, revenues, income, or receipts of the Development in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the ACC, as amended, or any interest in any of the same, except to the extent approved in writing by HUD, as otherwise authorized by the ACC, as amended, or as authorized below:
 - A. The Mortgage of the Owner’s interest in the Development and the PHA-Assisted Units pursuant to the Mortgage Loans and transfer of the Development and the PHA-Assisted Units to a Mortgage Lender (as each are defined in the Regulatory and Operating Agreement), or such Mortgage Lender’s nominee, under an approved Mortgage Loan, by foreclosure or deed-in-lieu of foreclosure, or to a

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third-party purchaser pursuant to a foreclosure sale, provided that any such transfer shall be subject to the terms of the Regulatory and Operating Agreement and this Declaration. Such transfer shall not be deemed to be an assignment of grant funds and shall not constitute a succession to any right to benefits of the Authority under the ACC or Mixed-Finance ACC Amendment, nor shall it constitute attaining any privileges, authorities, interests, or rights in or under the ACC or Mixed-Finance ACC Amendment, and shall be subject to the terms of this Declaration, other All Applicable Public Housing Requirements and the court orders relating to the PHA-Assisted Units;

- B. The refinancing of the Construction Loan by the Permanent Loan (as each are defined in the Regulatory and Operating Agreement) to be made to the Owner by Enterprise Mortgage Investments, Inc. a Maryland corporation, ("Permitted Refinancing"), provided that (a) HUD and the Authority receive prior written notice of such Permitted Refinancing; (b) the mortgage and related documents securing such refinancing shall be in the form approved by HUD and the Authority and (c) the mortgage and related documents securing the Construction Loan are released of record contemporaneously with the recording of the mortgage securing the Permanent Loan;
 - C. Dwelling leases with eligible families in the PHA-Assisted Units in conformity with the Management Plan;
 - D. Conveyance or dedication of land for use as streets, alleys, or other public rights-of-way, and grants and easements for the establishment, operation, and maintenance of public utilities that serve the Development;
 - E. Subordinate liens approved in writing by the Authority, HUD and by senior lien holders created in connection with purchase or financing of replacements or repairs necessary for the normal use and operation of the PHA-Assisted Units;
 - F. The Donation Tax Credit Regulatory Agreement between the Owner, Sinai Community Institute, Inc., an Illinois not for profit corporation ("Sinai") and the City, the Tax Credit Regulatory Agreement between the Owner and the City of Chicago, and the Low Income Housing Tax Credit Extended Use Agreement between the Owner and the Illinois Housing Development Authority ("IHDA");
 - G. Normal uses and encumbrances associated with the operation of the PHA-Assisted Units;
6. (A) No transfer, conveyance, or assignment shall be made, without the prior written approval of HUD and the Authority, of: (i) any interest of a manager, managing member, general partner, or controlling stockholder (any such interest being referred to as a "Controlling Interest") in the Developer (as defined in the Regulatory and Operating Agreement) or the Owner; or (ii) a Controlling Interest in any entity which has a

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Controlling Interest in the Developer or the Owner; or (iii) prior to payment in full of all equity contributions described in the approved evidentiary documents, listed in the Mixed Finance ACC Amendment, any other interest in the Owner or in any partner or member thereof (each of such transfers, conveyances and assignments, together with the transfers described in this Section, is hereafter referred to as a "Transfer".

(B) Notwithstanding the foregoing, HUD and the Authority's consent is not required where a business organization that has a limited interest (non-controlling and non-managing) in the Owner or in any partner, member or stockholder thereof transfers a non-controlling and non-managing interest in the business organization, provided that the Owner (x) provides HUD and the Authority with written notice of such transfer; and (y) certifies to HUD and the Authority that the new owner of the limited interest remains obligated to fund its equity contribution in accordance with the terms of the HUD approved organizational documents of the Owner

(C) The Authority and HUD will not unreasonably withhold delay or condition a request by Owner for consent to an internal reorganization of the corporate, company or partnership structure of Owner or any members of Owner, including the exercise of a right to remove the managing member or general partner and to designate a substitute managing member or general partner under to terms of the Owner's operating agreement or partnership agreement.

(D) Notwithstanding the foregoing, HUD and the Authority agree that no prior approval is required for (i) the exercise by the Investor or its affiliates of their rights to remove the general partner or managing member and to designate the a substitute general partner or managing member under the terms of the Owner's operating agreement or partnership agreement, provided that HUD and the Authority are given prior written notice of the default under the operating agreement or partnership agreement and of the exercise of the removal and appointment right therein (the "Notice").

However, HUD and the Authority consent shall be required, for the appointment of such substitute managing member or general partner to extend beyond a ninety (90) day period. Such 90-day period will commence on the date of the Notice ("Interim Replacement Period").

With notice to HUD and the Authority, the Interim Replacement Period may be extended for an additional 90 days, or other reasonable time period, to allow the substitute managing member or general partner of Owner to find a replacement acceptable to HUD and the Authority provided that prior to the expiration of such additional 90-day period, the substitute managing member or general partner demonstrates that the Investor is continuing to fund (or has already funded) all equity contributions and the Project continues to be operated in a manner consistent with All Applicable Public Housing Requirements.

7. This Declaration shall not be amended, modified or released without the prior written consent of HUD.

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8. Upon expiration of the period during which the Project is required to be operated and maintained as public housing in accordance with All Applicable Public Housing Requirements, subject to the terms of the Regulatory and Operating Agreement, HUD will release this Declaration by an instrument to be recorded in the appropriate land records (the “**Release**”). The Release shall be prepared by the Owner and recorded at Owner’s expense.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Property of Cook County Clerk's Office

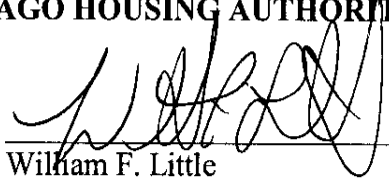
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IN WITNESS WHEREOF, the Authority and the Owner have caused this Declaration to be executed by their duly authorized signatories for proper recording in the public records.

AUTHORITY:

CHICAGO HOUSING AUTHORITY, an Illinois municipal corporation

By:



William F. Little
Executive Vice President
Office of Development Management

OWNER:

OGDEN NORTH, LLC
an Illinois limited liability company

OGDEN NORTH, LLC,
an Illinois limited liability company

By: Brinshore Holding, LLC,
an Illinois limited liability company,
its manager

By: Brinshore Development, L.L.C.,
an Illinois limited liability company,
its sole member

By: RJS Real Estate Services, Inc.,
an Illinois corporation, a member

By: _____
Richard Sciortino, President

By: Michaels Chicago Holding Company, LLC,
an Illinois limited liability company,
its manager

By: _____
John O'Donnell, Vice President

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IN WITNESS WHEREOF, the Authority and the Owner have caused this Declaration to be executed by their duly authorized signatories for proper recording in the public records.

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By: RJS Real Estate Services, Inc.,
an Illinois corporation, a member

By: _____
Richard Sciortino, President

By: Michaels Chicago Holding Company, LLC,
an Illinois limited liability company,
its manager

By: _____
John O'Donnell, Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Rose M. Allen, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William F. Little, the Executive Vice President of the Office of Development Management for **Chicago Housing Authority**, an Illinois municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Vice President, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act and as the free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1st day of September, 2010.

Rose M. Allen
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Richard J. Sciortino, 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 his free and voluntary act in his capacity as President of RJS Real Estate Services, Inc., as a member of Brinshore Development, LLC, the sole member of Brinshore Holding, LLC, a managing member of Ogden North Manager, LLC, the managing member of Ogden North, LLC and as the free and voluntary act of said company for the purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 20__.

Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William F. Little, the Executive Vice President of the Office of Development Management for **Chicago Housing Authority**, an Illinois municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Vice President, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act and as the free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 20__.

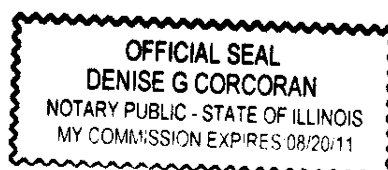
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Richard J. Sciortino, 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 his free and voluntary act in his capacity as President of RJS Real Estate Services, Inc., as member of Brinshore Development, LLC, the sole member of Brinshore Holding, LLC, a managing member of Ogden North Manager, LLC, the managing member of Ogden North, LLC and as the free and voluntary act of said company for the purposes therein set forth.

GIVEN under my hand and official seal this 1st day of SEPTEMBER, 2010

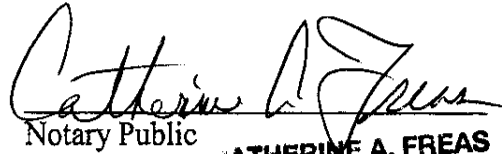
Denise G. Corcoran
Notary Public



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STATE OF NEW JERSEY)
) SS
 COUNTY OF BURLINGTON)

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John O'Donnell, 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 his free and voluntary act in his capacity as Vice President of Michaels Chicago Holding Company, LLC, and as the free and voluntary act of said company for the purposes therein set forth. Given under my hand and official seal this 15th day of Sept, 2010.


 Notary Public

CATHERINE A. FREAS
 NOTARY PUBLIC OF NEW JERSEY
 COMMISSION EXPIRES 6/30/2015

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EXHIBIT A

COMMON ADDRESSES OF THE PROJECT

2719 W. Roosevelt Rd.
1254 S. Fairfield Ave.
1256 S. Fairfield Ave.
1260 S. Fairfield Ave.
1255 S. Fairfield Ave.
1303 S. Fairfield Ave.
1307 S. Fairfield Ave.
1305 S. Fairfield Ave.
1313 S. Fairfield Ave.
1315 S. Fairfield Ave.
1317 S. Fairfield Ave.
1319 S. Fairfield Ave.
1345 S. Fairfield Ave.
1310 S. Washtenaw Ave.
1314 S. Washtenaw Ave.
1312 S. Washtenaw Ave.
1306 S. Washtenaw Ave.
1302 S. Washtenaw Ave.
1304 S. Washtenaw Ave.
1262 S. Washtenaw Ave.
1300 S. Washtenaw Ave.
1256 S. Washtenaw Ave.
1260 S. Washtenaw Ave.
1258 S. Washtenaw Ave.
2707 W. 12th Place
1236 S. Washtenaw Ave.
1240 S. Washtenaw Ave.
1224 S. Washtenaw Ave.
1218 S. Washtenaw Ave.
1220 S. Washtenaw Ave.
2652 W. 12th Place
2642 W. 12th Place
2644 W. 12th Place
1220 S. Talman Ave.
2632 W. 12th Place
2639 W. 12th Place
2645 W. 12th Place
2651 W. 12th Place
1235 S. Washtenaw Ave.
1245 S. Washtenaw Ave.
2652 W. 13th Street
2646 W. 13th Street
2640 W. 13th Street

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EXHIBIT B

LEGAL DESCRIPTION

LOT 1 IN OGDEN NORTH RESUBDIVISION OF PART OF POPE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2010 AS DOCUMENT NUMBER 1021510025.

PIN:

16-24-208-074

ADDRESSES:

2639 W. 12th Place

2645 W. 12th Place

2651 W. 12th Place

1235 S. Washtenaw Ave.

1245 S. Washtenaw Ave.

2652 W. 13th Street

2646 W. 13th Street

2640 W. 13th Street

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EXHIBIT C LEGAL DESCRIPTION

PARCEL 1 OF 19

LOTS 1 AND 2 IN D.D. HEALY'S SUBDIVISION OF LOTS 4 AND 5 IN BLOCK 2, OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1886, AS DOCUMENT NUMBER 732002, IN COOK COUNTY, ILLINOIS.

PARCEL 2 OF 19

LOTS 17 AND 18 IN JOHN OLIVER'S SUBDIVISION OF LOTS 18, 19, 22 AND 23 IN BLOCK 2, OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1885, AS DOCUMENT NUMBER 646119, IN COOK COUNTY, ILLINOIS.

PARCEL 3 OF 19

LOT 15 IN JOHN OLIVER'S SUBDIVISION OF LOTS 18, 19, 22 AND 23 IN BLOCK 2, OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 1885, AS DOCUMENT NUMBER 646119, IN COOK COUNTY, ILLINOIS.

PARCEL 4 OF 19

LOT 12 IN MCKELLAR'S SUBDIVISION OF LOTS 12, 13, 16 AND 17 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1874 AS DOCUMENT NUMBER 170600, IN COOK COUNTY, ILLINOIS.

PARCEL 5 OF 19

LOTS 6 IN REIES' SUBDIVISION OF LOTS 20 AND 21 IN BLOCK 2, OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1869, AND LOT 7 IN THE SUBDIVISION OF LOT 24, BLOCK 2 OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1884, AS DOCUMENT NUMBER 578791, IN COOK COUNTY, ILLINOIS.

PARCEL 6 OF 19

THAT PART OF LOT 5 IN THE SUBDIVISION OF LOT 24 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF

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SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1884 AS DOCUMENT NUMBER 578791, AND LOT 19 IN LUNNEY'S SUBDIVISION OF A 100 FOOT STRIP OF LAND THROUGH THE WEST HALF OF SAID NORTHEAST QUARTER ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1882 AS DOCUMENT NUMBER 430507, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 18 IN SAID LUNNEY'S SUBDIVISION; THENCE NORTH 0 DEGREES 01 MINUTES 29 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 18 AND 19, A DISTANCE OF 50.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 01 MINUTES 29 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 19 AND 5, A DISTANCE OF 43.33 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 89 DEGREES 38 MINUTES 52 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 124.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 0 DEGREES 01 MINUTES 10 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 5 AND 19, A DISTANCE OF 42.61 FEET, TO A POINT 50.40 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 18; THENCE NORTH 89 DEGREES 58 MINUTES 48 SECONDS WEST 124.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7 OF 19

THAT PART OF LOTS 18 AND 19 IN LUNNEY'S SUBDIVISION OF A 100 FOOT STRIP OF LAND THROUGH THE WEST HALF OF SAID NORTHEAST QUARTER ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1882 AS DOCUMENT NUMBER 430507, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18, THENCE NORTH 0 DEGREES 01 MINUTES 29 SECONDS EAST, ALONG THE WEST LINE OF SAID LOTS 18 AND 19, A DISTANCE OF 50.47 FEET, TO A POINT 43.33 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 5 IN THE SUBDIVISION OF LOT 24 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1884 AS DOCUMENT NUMBER 578791; THENCE SOUTH 89 DEGREES 58 MINUTES 48 SECONDS EAST 124.91 FEET TO A POINT ON THE EAST LINE OF SAID LOT 19, SAID POINT BEING 42.61 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 0 DEGREES 01 MINUTES 10 SECONDS WEST, ALONG THE EAST LINE OF SAID LOTS 18 AND 19, A DISTANCE OF 50.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 124.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8 OF 19

LOTS 51 IN THE SUBDIVISION OF LOTS 1 TO 5 AND LOT 7 OF BLOCK 4, AND LOTS 1 TO 6 AND 11 TO 14 OF BLOCK 3 AND LOTS 3, 4 AND 5 OF BLOCK 5, OF COOK AND ANDERSON'S

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SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 1882, AS DOCUMENT NUMBER 385416, IN COOK COUNTY, ILLINOIS.

PARCEL 9 OF 19

LOTS 3 AND 4 IN THE SUBDIVISION OF LOT 24 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1884 AS DOCUMENT NUMBER 578791, IN COOK COUNTY, ILLINOIS.

PARCEL 10 OF 19

THAT PART OF LOT 5 IN REIES' SUBDIVISION OF LOTS 20 AND 21 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1869 (ANTIFIRE), AND LOT 1 IN THE SUBDIVISION OF LOT 24 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1884 AS DOCUMENT NUMBER 578791, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 5, THAT IS 106.38 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 1 IN SAID REIES' SUBDIVISION; THENCE SOUTH 0 DEGREES 0 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 5 AND 1, A DISTANCE OF 50.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 39 MINUTES 09 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 124.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0 DEGREES 01 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 1, A DISTANCE OF 50.02 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5, THAT IS 107.04 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS EAST 124.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 11 OF 19

THAT PART OF LOTS 3, 4 AND 5, IN REIES' SUBDIVISION OF LOTS 20 AND 21 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1869 (ANTIFIRE), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 3, THAT IS 56.05 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 1 IN SAID REIES' SUBDIVISION; THENCE SOUTH 0

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DEGREES 0 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 3, 4 AND 5, A DISTANCE OF 50.33 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 14 SECONDS WEST 124.90 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE NORTH 0 DEGREES 01 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 3, 4 AND 5, A DISTANCE OF 50.33 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3, THAT IS 56.69 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS EAST 124.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 12 OF 19

THAT PART OF THE SOUTH 19.00 FEET OF LOT 1, AND LOTS 2 AND 3, IN REIES' SUBDIVISION OF LOTS 20 AND 21 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 19.00 FEET OF SAID LOT 1; THENCE SOUTH 0 DEGREES 0 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 50.03 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 124.90 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE NORTH 0 DEGREES 1 MINUTE 10 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 50.68 FEET TO THE NORTH LINE OF THE SOUTH 19.00 FEET OF SAID LOT 1; THENCE SOUTH 89 DEGREES 40 MINUTES 36 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH 19.00 FEET OF SAID LOT 1, A DISTANCE OF 124.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 13 OF 19

LOTS 1, 2, 3, 4, 5 AND 6 IN MCKELLAR'S SUBDIVISION OF LOTS 12, 13, 16 AND 17 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1874 AS DOCUMENT NUMBER 170600, IN COOK COUNTY, ILLINOIS.

PARCEL 14 OF 19

THE SOUTH 23.50 FEET OF LOT 8 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1888 AS DOCUMENT NUMBER 922839, IN COOK COUNTY, ILLINOIS; ALSO THAT PART OF THE EAST 6 FEET OF LOT 6 IN D.D. HEALY'S RESUBDIVISION OF LOTS 1 TO 5 IN D.D. HEALY'S SUBDIVISION OF THE SOUTH PART OF LOT 3 OF BLOCK 2 OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BETWEEN THE NORTH AND SOUTH LINES, EXTENDED WEST OF THE SOUTH 23.5 FEET OF

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LOT 8 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 15 OF 19

LOTS 6 AND 7 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1888 AS DOCUMENT NUMBER 922839, IN COOK COUNTY, ILLINOIS; ALSO THAT PART OF THE EAST 6 FEET OF LOT 6 IN D.D. HEALY'S RESUBDIVISION OF LOTS 1 TO 5 IN D.D. HEALY'S SUBDIVISION OF THE SOUTH PART OF LOT 3 OF BLOCK 2 OF COOK AND ANDERSON'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BETWEEN THE NORTH AND SOUTH LINES, EXTENDED WEST, OF EACH OF LOTS 6 AND 7 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 2 IN COOK AND ANDERSON'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 16 OF 19

LOT 12, IN THE SUBDIVISION OF LOTS 6, 7, 8, 9 AND 10 IN BLOCK 1 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1887 AS DOCUMENT NUMBER 842565, IN COOK COUNTY, ILLINOIS.

PARCEL 17 OF 19

LOT 14, 15, 16 AND 17, IN THE SUBDIVISION OF LOTS 6, 7, 8, 9 AND 10 IN BLOCK 1 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1887 AS DOCUMENT NUMBER 842565, IN COOK COUNTY, ILLINOIS.

PARCEL 18 OF 19

LOT 20, IN THE SUBDIVISION OF LOTS 6, 7, 8, 9 AND 10 IN BLOCK 1 IN COOK AND ANDERSON'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1887 AS DOCUMENT NUMBER 842565, IN COOK COUNTY, ILLINOIS.

PARCEL 19 OF 19

SUB-PARCEL 19(A): LEASEHOLD ESTATE CREATED BY GROUND LEASE DATED AS OF SEPTEMBER 1, 2010 BETWEEN THE CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, LANDLORD, AND SINAI COMMUNITY INSTITUTE, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION, TENANT, RECORDED CONTEMPORANEOUSLY HEREWITH, AND AMENDED AND ASSIGNED TO OGDEN NORTH, LLC, AN ILLINOIS

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LIMITED LIABILITY COMPANY, BY ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE BY AND AMONG SINAI COMMUNITY INSTITUTE, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION, OGDEN NORTH, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND THE CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, DATED AS OF SEPTEMBER 1, 2010 AND RECORDED CONTEMPORANEOUSLY HERewith, DEMISING AND LEASING FOR A TERM OF 99 YEARS EXPIRING ON AUGUST 31, 2109, THE FOLLOWING DESCRIBED PREMISES, TO WIT:

LOT 1 IN OGDEN NORTH RESUBDIVISION OF PART OF POPE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2010 AS DOCUMENT NUMBER 1021510025, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, THEREON.

SUB-PARCEL 19(B): FEE SIMPLE TITLE TO ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, ON THE LEASEHOLD ESTATE HEREIN ABOVE DESCRIBED AS SUB-PARCEL 19(A).

HAVING THE FOLLOWING ADDRESSES, ALL IN CHICAGO, ILLINOIS:

2719 W. Roosevelt Rd.	1312 S. Washtenaw Ave.	2652 W. 12th Place
1254 S. Fairfield Ave.	1306 S. Washtenaw Ave.	2642 W. 12th Place
1256 S. Fairfield Ave.	1302 S. Washtenaw Ave.	2644 W. 12th Place
1260 S. Fairfield Ave.	1304 S. Washtenaw Ave.	1220 S. Talman Ave.
1255 S. Fairfield Ave.	1262 S. Washtenaw Ave.	2632 W. 12th Place
1303 S. Fairfield Ave.	1300 S. Washtenaw Ave.	2639 W. 12th Place
1307 S. Fairfield Ave.	1256 S. Washtenaw Ave.	2645 W. 12th Place
1305 S. Fairfield Ave.	1260 S. Washtenaw Ave.	2651 W. 12th Place
1313 S. Fairfield Ave.	1258 S. Washtenaw Ave.	1235 S. Washtenaw Ave.
1315 S. Fairfield Ave.	2707 W. 12th Place	1245 S. Washtenaw Ave.
1317 S. Fairfield Ave.	1236 S. Washtenaw Ave.	2652 W. 13th Street
1319 S. Fairfield Ave.	1240 S. Washtenaw Ave.	2646 W. 13th Street
1345 S. Fairfield Ave.	1224 S. Washtenaw Ave.	2640 W. 13th Street
1310 S. Washtenaw Ave.	1218 S. Washtenaw Ave.	
1314 S. Washtenaw Ave.	1220 S. Washtenaw Ave.	

AFFECTING PINS:

16-24-201-002 & -003	16-24-207-031	16-24-201-012
16-24-206-048 & -049	16-24-207-056 & 057	16-24-201-015
16-24-206-051	16-24-207-053 & 054	16-24-201-014
16-24-207-010	16-24-207-052	16-24-202-009
16-24-207-015	16-24-207-076	16-24-202-011 to - 014
16-24-207-016	16-24-207-041 to 046	16-24-202-017
16-24-207-018 to -022	16-24-201-017	16-24-208-074