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Doc#: 1032131098 Fee: \$114.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/17/2010 12:45 PM Pg: 1 of 40

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Prepared by and After Recording Return to:

Steven J. Holler
Deputy Corporation Counsel
Department of Law
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF REDEVELOPMENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF REDEVELOPMENT AGREEMENT ("Agreement") is made as of November 9, 2010 by and between MPS Community I, LLC, an Illinois limited liability company ("Assignor"), KMA Holdings III, LLC, an Illinois limited liability company ("Assignee"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government (the "City") (collectively, the "Parties")

RECITALS

WHEREAS, Assignor is the Developer under that certain Redevelopment Agreement by and between the Developer, Mercy Portfolio Services and the City dated as of March 1, 2010 and recorded in the Recorder's Office of Cook County on March 5, 2010 as document no. 1006431065 ("Redevelopment Agreement"). All capitalized terms used herein and not otherwise defined herein shall have the meaning given in the Redevelopment Agreement; and

WHEREAS, pursuant to the Redevelopment Agreement, Assignor acquired the property legally described on Exhibit A attached hereto, and improved with the improvements described on Exhibit A to this Agreement (the parcel of real property and the improvements, the "NSP Property")

WHEREAS, the Redevelopment Agreement contemplates that after acquisition of the NSP Property, the Assignor and the City shall thereafter identify the Participating Entity that

Box 334

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shall rehabilitate the NSP Property and, upon such identification, shall convey the NSP Property to such Participating Entity, which shall thereafter complete the rehabilitation work specified therein and in the Exhibits attached thereto; and

WHEREAS, Assignor and the City have identified Assignee as such Participating Entity; and

WHEREAS, Assignor now desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights and obligations under the Redevelopment Agreement; and"); and

WHEREAS, the Insurance Requirements were unintentionally omitted from Exhibit C to the Redevelopment Agreement, and the Form of City Junior Mortgage was unintentionally omitted from Exhibit D to the Redevelopment Agreement; and

WHEREAS, the Parties now desire to execute this Agreement to effect such assignment and assumption and to amend the Redevelopment Agreement as set forth herein.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Redevelopment Agreement, including, without limitation, Assignor's title to the NSP Property, which Assignor is conveying to the Assignee by its special warranty deed simultaneously with the execution and recording of this Agreement.
2. Assignee hereby accepts such assignment and agrees to assume all of the obligations of Assignor under the Redevelopment Agreement except those that, under the Redevelopment Agreement, are expressly identified as continuing obligations of MPS Community I, LLC.
3. Recital A of the Redevelopment Agreement is hereby amended by the insertion of the clause "as amended by the American Recovery and Reinvestment Act of 2009, H.R. 1...." immediately after the words "Section 2301 et seq.;" and by the insertion of the word "collectively," in parentheses before the term "the Act."
4. Recital M of the Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

"M. After the date hereof, KMA Holdings III, LLC shall enter into a loan agreement with Chicago Community Loan Fund (the "NSP Rehabilitation Lender") for financing up to an amount necessary to complete the rehabilitation of the NSP Property, as specified in Exhibit A to this Agreement (the "NSP Rehabilitation Loan Amount"). In connection with the funding of the NSP Rehabilitation Loan Amount, MPS and the City shall be obligated to make available to the NSP Rehabilitation Lender Program Funds in an amount

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equal to the NSP Rehabilitation Loan Amount that the NSP Rehabilitation Lender has agreed to fund for the rehabilitation of the NSP Property. The sum of the NSP Rehabilitation Loan Amount and NSP Acquisition Loan Amount shall equal the "NSP Total Development Cost, as specified in Exhibit A to this Agreement."

5. Recital N of the Redevelopment Agreement is hereby amended by adding the following sentence to the end of the paragraph: "The Developer shall not be liable for any short fall, in the event that proceeds arising from any Disposition are less than the NSP Total Development Cost."

6. Recital O of the Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

"O At the time of the Disposition, any proceeds arising from such Disposition and the permanent refinancing of the property shall, after the payment of all permitted indebtedness and transaction costs, be paid to the City as program income."

7. Section 6 H of the Redevelopment Agreement is hereby amended by inserting after the words "developer equity" a comma and the words "if any."

8. Section 9 of the Redevelopment Agreement is hereby amended by adding the following sentence at the end of such Section:

"The Reconveyance Deeds delivered to the City and MPS LLC shall be cancelled by the City and MPS LLC and returned to such Developer concurrently with the sale of the NSP Property to an income-qualified household, in accordance with the NSP Legal Requirements and as provided in Sections 10 and 11 of this Agreement."

9. Section 23 of the Redevelopment Agreement is hereby amended by deleting the reference to "MPS LLC." Section 23 is hereby further amended by adding the following: "If to Developer: KMA Holdings III, LLC; 2750 West Roosevelt Road; Chicago, Illinois 60608; Attn. Brian M. Rowland."

10. Section 30 of the Redevelopment Agreement is hereby amended by deleting each reference to "MPS LLC" and replacing each reference with "MPS."

11. The Redevelopment Agreement is hereby amended by adding the following language:

"Section 40. DEBARMENT CERTIFICATION. Failure by the Developer or any controlling person, as defined in Section 1-23-010 of the Municipal Code of Chicago (the "Municipal Code"), thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Documents and the transactions contemplated thereby."

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12. The Redevelopment Agreement is hereby amended by adding the following language:

“ **Section 41. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.** It is the duty of any Subgrantee, bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such Subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Developer represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that the Developer will inform subcontractors of this provision and require their compliance.

It is the duty of any Subgrantee, bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such Subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. The Developer represents that it understands and will abide by all provisions of Chapter 2-55 of the Municipal Code and that the Developer will inform subcontractors of this provision and require their compliance.”

13. Exhibit A to the Redevelopment Agreement is hereby deleted in its entirety and new Exhibit A attached hereto and made a part hereof, is substituted in its place.

14. The Insurance Requirements are hereby described on Exhibit B attached hereto and made a part hereof.

15. The Form of City Junior Mortgage is hereby described on Exhibit C attached hereto and made a part hereof.


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IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the day and year first above stated.

ASSIGNOR:

MPS Community I, LLC, an Illinois limited liability company

By: Mercy Portfolio Services, a Colorado non-profit corporation and its sole member

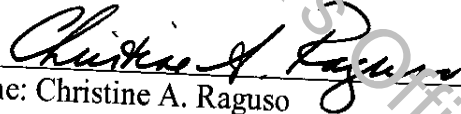
By: 
Name: William W. Towns
Title: Vice President

ASSIGNEE:

KMA Holdings III, LLC, an Illinois limited liability company

By: _____
Name: Brian M. Rowland
Title: Manager

CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Community Development

By: 
Name: Christine A. Raguso
Title: Acting Commissioner

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IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the day and year first above stated.

ASSIGNOR:

MPS Community I, LLC, an Illinois limited liability company

By: Mercy Portfolio Services, a Colorado non-profit corporation and its sole member

By: _____
Name: William W. Towns
Title: Vice President

ASSIGNEE:

KMA Holdings III, LLC, an Illinois limited liability company

By: Brian M Rowland
Name: Brian M. Rowland
Title: Manager

CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Community Development

By: _____
Name: Christine A. Raguso
Title: Acting Commissioner

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Eva L. Garrett, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William W. Towns, personally known to me to be the Vice President of Mercy Portfolio Services, a Colorado non-profit corporation and the sole member of MPS COMMUNITY I, LLC, an Illinois limited liability company, 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, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 9th day of November, 2010.

Eva L. Garrett
NOTARY PUBLIC



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Mike Kirk, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brian M. Rowland, personally known to me to be the Manager of KMA Holdings III, LLC, an Illinois limited liability company, 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, being first duly sworn by me, acknowledged that he/she signed and delivered the foregoing instrument pursuant to authority given by said company, as his/her free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 11 day of November, 2010.

Michael E. Kirk
NOTARY PUBLIC



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Yolanda Quesada, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christine A. Raguso, personally known to me to be the Acting Commissioner of the Department of Community Development of the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, 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, being first duly sworn by me, acknowledged that, as the Acting Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 8th day of November, 2010.

Yolanda Quesada
NOTARY PUBLIC



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EXHIBIT A

NSP PROPERTY INFORMATION

Legal Description of Land: LOT 1 IN THE RESUBDIVISION OF LOTS 1 TO 7 INCLUSIVE IN H.P. HATCH'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 2/3 OF THE SOUTH 20 ACRES OF THE WEST 26.61 CHAINS OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 5006 West concord Place, Chicago, IL

PIN: 13-33-419-043-0000

Existing Improvements on the Land: 2-UNIT RESIDENTIAL BUILDING

NSP Acquisition Price: \$ 49,900

¹Estimated NSP Acquisition Loan Amount: \$55,684

²Estimated NSP Rehabilitation Loan Amount: \$294,000

³Estimated NSP Total Development Cost: \$149,684

¹As more particularly set forth in that certain Settlement Agreement dated as of even date herewith.

²As more particularly set forth in the final Rehabilitation Loan Agreement, upon transfer of the Property to the Participating Entity.

³As more particularly set forth in the Approved Budget.

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EXHIBIT B (New Exhibit C to Redevelopment Agreement)

INSURANCE REQUIREMENTS

The Developer shall provide and maintain at Developer's own expense or cause to be provided, during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Construction contractors and subcontractors performing work for the Developer must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Developer must provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide or cause to be provided with respect to the operations that Developer or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

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5) Builders Risk/Installation

When Developer undertakes any construction, including improvements, betterments, and/or repairs, the Developer must provide or cause to be provided, All Risk Builders Risk/Installation insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. The City of Chicago is to be named as an additional insured and loss/payee mortgagee if applicable.

6) Professional Liability

When any architects, engineers, construction managers, project managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the recreation and reconstruction of such records.

8) Contractors Pollution Liability

When any environmental remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided or cause to be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

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ADDITIONAL REQUIREMENTS

The Developer must furnish the City of Chicago, Department of Community Development, 121 North LaSalle Street, Room 1000, Chicago, 60602 and Comptroller Office, Special Accounting Division, 33 North LaSalle, Suite 800, Chicago, 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for 30 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer.

The Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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The Developer must require all contractors and subcontractors to provide the insurance required herein, or Developer may provide the coverages for contractor and subcontractors. All contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, contractors or subcontractors desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

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UNOFFICIAL COPY**EXHIBIT C
(New Exhibit D to Redevelopment Agreement)**

This Document Prepared by
and after Recording Return to:

City of Chicago
Department of Law
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
312/744-0200

Above Space For
Recorder's Use Only

**MORTGAGE, SECURITY AND RECAPTURE AGREEMENT,
INCLUDING RESIDENCY, TRANSFER, RESALE, FINANCING AND REFINANCING
COVENANTS AND DUE ON SALE PROVISION
(Neighborhood Stabilization Program - 15 Year Affordability Period)**

Common Address: _____
P.I.N.: _____

	NSP SUBSIDY AND RECAPTURE TABLE	AMOUNT	
A.	Total Development Costs¹	\$ _____	
B.	NSP Funds Invested²	\$ _____	
C.	Appraised Value³	\$ _____	
D.	Homebuyer Contract Sales Price⁴	\$ _____	
E.	Homebuyer First Mortgage⁵	\$ _____	
F.	Homebuyer Downpayment⁶	\$ _____	
G.	Homebuyer Non-NSP Purchase Price Assistance⁷	\$ _____	
H.	Homebuyer NSP Purchase Subsidy⁸	\$ _____	
I.	Homebuyer NSP Development Subsidy⁹	\$ _____	

- 1 Enter the total development costs to date, including acquisition, rehabilitation, carrying and soft costs.
2 Enter the total NSP funds invested to date, which amount may equal the amount in Row A only if all such costs were NSP-eligible costs, but which will otherwise be less than such amount.
3 Enter the fair market appraised value, as set forth in the appraisal of the lender providing the first mortgage.
4 Enter the sales price listed in the homebuyer's purchase contract.
5 Enter the original principal amount of the homebuyer's first mortgage.
6 Enter the homebuyer's downpayment (equity provided from homebuyer's own funds), if any.
7 Enter the amount of any purchase price assistance provided, other than NSP purchase price assistance, if any.
8 Enter the difference between Row C and Row D (i.e., any homebuyer subsidy provided from NSP funds, if any).
9 Enter the difference between Row A and Row C, but in no event more than the amount in Row B.

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J.	Homebuyer Recapture Amount¹⁰	\$	
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THIS MORTGAGE, SECURITY AND RECAPTURE AGREEMENT, INCLUDING RESIDENCY, TRANSFER, RESALE, FINANCING AND REFINANCING COVENANTS AND DUE ON SALE PROVISION ("**Mortgage**") is made as of this ____ day of _____, 20__ from _____, individually ("**Mortgagor**"), to the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, having its principal office at 121 N. LaSalle Street, Chicago, Illinois 60602 ("**City**" or "**Mortgagee**"). Capitalized terms not otherwise defined herein shall have the meaning set forth in Section 1.

RECITALS

A. The City has or will receive certain funds in the approximate amount of \$55,238,011 (the "**NSP-1 Program Funds**") from the United States Department of Housing and Urban Development ("**HUD**") pursuant to the provisions of the Housing and Economic Recovery Act of 2008, Public Law 110-289 – July 30, 2008, Title III – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes, Section 2301 *et seq.*, as the same may be hereafter amended, restated or supplemented from time to time ("**HERA**") and the Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Grantees under the Housing and Economic Recovery Act, 2008 issued by HUD and found at the Federal Register/Vol. 73, No. 194/Monday, October 6, 2008/Notices, as the same may be hereafter amended, restated or supplemented from time to time (the "**Regulations**"). The City has or will also receive certain funds in the approximate amount of \$98,008,384 (the "**NSP-2 Program Funds**") from HUD pursuant to the provisions of title XII of Division A of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (February 17, 2009), as the same may be hereafter amended, restated or supplemented from time to time ("**ARRA**"). The NSP-1 Program Funds and NSP-2 Program Funds are collectively referred to herein as the "**Program Funds**." HERA and ARRA are collectively referred to herein as the "**Act**."

B. The City, acting by and through its Department of Community Development ("**DCD**"), has submitted to HUD, and HUD has approved, the City's applications to HUD governing the City's use of the Program Funds in a City neighborhood stabilization program (the "**Program**") in accordance with the Act and the Regulations to address the critical impact of increasing numbers of foreclosed properties within the City. Pursuant to such approval, the City and HUD have entered into that certain Grant Agreement dated March 27, 2009 (the "**NSP-1 Grant Agreement**") and that certain Grant Agreement dated February 11, 2010 (the "**NSP-2 Grant Agreement**," and collectively with the NSP-1 Grant Agreement, the "**Grant Agreements**.".) The Act, the Regulations, and the Grant Agreements are sometimes collectively referred to herein as the "**NSP Legal Requirements**")

¹⁰ If Homebuyer NSP Purchase Price Assistance was provided, enter the amount in Row H. If not, then enter an amount equal to [105% of the Appraised Value], minus the Homebuyer Contract Sales Price (i.e., 105% of the amount in Row C, minus the amount in Row D).

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C. The NSP Legal Requirements require the City to use the Program Funds for certain eligible activities, including, without limitation: (a) establishing financing mechanisms for the purchase and redevelopment of abandoned or foreclosed homes and residential properties; (b) acquisition and rehabilitation of homes and residential properties that have been abandoned or foreclosed upon in order to sell, rent, or redevelop such homes and properties; (c) establishing a land bank for homes that have been abandoned or foreclosed; (d) demolition of blighted structures; and (e) redevelopment of demolished or vacant properties (collectively, the "**Eligible Activities**").

D. The NSP Legal Requirements require that the City allocate 25% of the Program Funds to purchase and redevelop abandoned or foreclosed upon residential properties for housing individuals whose incomes do not exceed 50% of the area median income.

E. The NSP Legal Requirements further require that the City allocate 100% of the Program Funds to Eligible Activities benefiting communities and households whose incomes do not exceed 120% of the area median income.

F. Mercy Housing, Inc., a Colorado non-profit corporation ("**MHI**"), has formed Mercy Portfolio Services ("**MPS**"), a Colorado non-profit corporation for the purpose of assisting the City in expending Program Funds in connection with acquiring and redeveloping abandoned and foreclosed properties and otherwise carrying out Eligible Activities pursuant to the Program.

G. The City and MPS have entered into that certain Subgrant Agreement dated June [23], 2009 (the "**NSP-1 Subgrant Agreement**"), pursuant to which the City has agreed to make the NSP-1 Program Funds available to MPS for Eligible Activities subject to the terms and conditions of such NSP-1 Subgrant Agreement. The City and MPS have also entered into that certain Subgrant Agreement dated _____, 2010 (the "**NSP-2 Subgrant Agreement**"), pursuant to which the City has agreed to make the NSP-2 Program Funds available to MPS for Eligible Activities subject to the terms and conditions of such NSP-2 Subgrant Agreement. Each such subgrant agreement is sometime hereinafter referred to herein as a "**Subgrant Agreement**" and such subgrant agreements are sometime hereinafter referred to collectively as the "**Subgrant Agreements**").

H. In furtherance of the Program, MPS Community I, LLC, an Illinois limited liability company ("**MPS LLC**"), which is an affiliate of MPS, shall assist the City in implementing the Eligible Activities, including, without limitation, by taking title to the properties to be acquired pursuant to the Program or by causing title to such properties to be directly conveyed to housing redevelopers (such a redeveloper, a "**Participating Entity**") and by contracting with Participating Entities who shall participate in the Program by redeveloping such properties.

I. Pursuant to the [REO Purchase Agreement] dated _____, 20____ between [INSERT NAME OF REO LENDER] (the "**REO Lender**"), and MPS, LLC, MPS LLC has previously purchased the real property legally described on **Exhibit A** attached hereto (the

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"**Land**"), which is improved with the residential property described on **Exhibit A** (the "**Home**", and together with the Land, the "**NSP Property**").

J. Prior to such acquisition, the City completed the environmental review required pursuant to 24 CFR Part 58, as evidenced by **Exhibit B** attached hereto.

L. At the time of such acquisition, the City, MPS and MPS LLC executed that certain Redevelopment dated _____, 20__ and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____ as document # _____ (the "**Redevelopment Agreement**").

M. Pursuant to that certain Assignment and Assumption and Amendment of Redevelopment Agreement dated _____, 20__ and recorded with the Office of the Recorder of Deeds of Cook County on _____ as document # _____ (the "**Assignment and Assumption Agreement**"), MPS LLC conveyed the NSP Property to [INSERT NAME OF PARTICIPATING ENTITY] (the "**Developer**").

N. The Developer has completed the rehabilitation work required under the Redevelopment Agreement. The total development costs incurred to date, including acquisition, rehabilitation, carrying costs and soft costs incurred to date (the "**Total Development Costs**") are set forth in Row A of the NSP Subsidy and Recapture Table on the first page of this Mortgage (the "**Summary Table**"). The total NSP Program funds invested to date are set forth in Row B of the Summary Table (the "**NSP Funds Invested**").

O. The Developer is now selling the Home to the Mortgagor. The Senior Lender (as defined and identified in Section 2.04 below) has obtained an appraisal of the Home and determined that it has the fair market value set forth in Row C of the Summary Table (the "**Appraised Value**"). The Developer has contracted to sell the Home to the Mortgagor for the amount set forth in Row D of the Summary Table (the "**Homebuyer Contract Sales Price**"). The Senior Lender has agreed to make a first mortgage loan secured by the Home in the original principal amount set forth in Row E of the Summary Table (the "**Homebuyer First Mortgage**"). The Mortgagor is making a downpayment from the Mortgagor's own funds in the amount set forth in Row F of the Summary Table. The Mortgagor is receiving purchase price assistance (other than from Program Funds) from _____ [INSERT NAME OF GOVERNMENT OR OTHER SUBSIDY PROVIDER] in connection with Mortgagor's purchase of the Home in the amount set forth in Row G in the Summary Table (the "**Homebuyer Non-NSP Purchase Price Assistance**"). The City is making available to the Mortgagor a homebuyer subsidy from Program Funds in the amount set forth in Row H of the Summary Table (the "**Homebuyer NSP Purchase Subsidy**").

P. The Mortgagor will purchase the Home for the Homebuyer Contract Sales Price. The Mortgagor's ability to purchase the Home for the Homebuyer Contract Sales Price is due to the City's investment of Program Funds in the acquisition, rehabilitation and resale of the Home, including, without limitation, the Homebuyer NSP Purchase Subsidy set forth in Row H of the

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Summary Table and the Homebuyer NSP Development Subsidy set forth in Row I of the Summary Table.

Q. In the event that the Mortgagor sells, refinances or leases the Home prior to the date that is fifteen (15) years from Purchase Date (as hereinafter defined), unless as expressly permitted herein, then the Mortgagor shall be required to pay all or a portion of the Homebuyer Recapture Amount listed in Row J of the Summary Table, in order to return to the City a portion of the City's investment of Program Funds in the Home.

R. The Mortgagor has previously received at least eight (8) hours of homebuyer counseling as evidenced by Exhibit C attached hereto.

S. The NSP Legal Requirements require the Mortgagor's execution of this Mortgage in favor of City, which secures certain performance and payment covenants intended to assure that the City and MPS comply with such legal requirements and achieve the affordable housing objectives of the Program.

NOW, THEREFORE, to secure the performance and observance by Mortgagor of all the terms, covenants and conditions described herein, and in order to charge the properties, interests and rights hereinafter described with such consideration, Mortgagor has executed and delivered the Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto Mortgagee and its successors and assigns forever, all of the following described property (which is hereinafter sometimes referred to as "Mortgaged Property"):

(A) The Land;

(B) All structures and improvements of every nature whatsoever now or hereafter situated on the Land, including, without limitation, the Home, all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing ("Improvements");

(C) All rents and issues of the Land and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which are or are to become fixtures.

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THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of all recapture amounts described herein, (b) performance of the residency, transfer, resale, financing and refinancing covenants and due on sale provision described herein and in **Exhibit D** attached hereto, and (c) the payment and performance of all other obligations, covenants, conditions and agreements contained herein.

SECTION I

INCORPORATION OF RECITALS; DEFINITIONS

The recitals set forth above constitute an integral part of the Mortgage and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties. In addition to the capitalized terms defined in the foregoing recitals, the following capitalized terms used in this Mortgage shall be defined as follows:

"Affordability Period" shall mean fifteen (15) years.

"Anniversary Date" shall mean each anniversary date of the Purchase Date during and including the last day of the Affordability Period. For example, if the Purchase Date was July 30, 2009, the first Anniversary Date would be July 30, 2010, and each July 30th after that (through the last day of the Affordability Period) would be a subsequent Anniversary Date.

"Commissioner" shall mean the Commissioner of DCD, or any successor department thereto, and, if there is no such Commissioner, the Acting Commissioner of DCD.

"HOME Affordability Requirements" shall mean the affordability requirements applicable to rental and for sale housing set forth in 24 CFR 92.252(a), (c), (e) and (f) and 24 CFR 92.254 of the Home Investment Partnership Program regulations, which, under the Program, may serve as a minimum "safe harbor" for certain affordability and enforcement purposes.

"Homebuyer Recapture Amount" shall mean an amount, determined as of any applicable determination date (i.e., as of the closing date for the homebuyer's sale or refinancing of the Mortgaged Property), which shall initially equal the Homebuyer Recapture Amount, but which shall reduce on a pro rata basis on each Anniversary Date based on the number of years in the Affordability Period and which, after the expiration of the Affordability Period, shall equal zero dollars (\$0.00). For example, if the Homebuyer Recapture Amount in Row J of the Summary Table was \$15,000, the Purchase Date was June 30, 2009, the Affordability Period was fifteen (15) years, and the applicable determination date was September 30, 2012, the Homebuyer Recapture Amount as of such determination date would be \$12,000 (i.e., three Anniversary Dates would have occurred prior to such determination date, with a \$1,000 reduction occurring on each such Anniversary Date, for a total reduction of \$3,000 in the Homebuyer Recapture Amount, leaving \$12,000 due and payable). In no event shall the Homebuyer Recapture Amount be greater than the Net Transfer Proceeds.

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"Mortgagor's Total Purchase Price" shall mean the sum of (a) the Homebuyer Contract Sales Price, plus (b) the cost of extras and upgrades paid for by the Mortgagor using Mortgagor's own funds (including proceeds of the loan made by the Senior Lender, as hereinafter defined), plus (c) the cost of additional capital improvements made by the Mortgagor to the Mortgaged Property after the Purchase Date, provided reasonable evidence of the cost of such additional improvements is submitted to and approved by the City.

"Net Transfer Proceeds" shall mean the gross sales proceeds arising from a direct or indirect sale or transfer of the Mortgaged Property, minus (a) the amount of any permitted Senior Mortgage indebtedness or any permitted refinancing thereof repaid at the time of such sale or transfer (b) any commercially reasonable, third party brokerage fee paid by Mortgagor with respect to such sale or transfer, (c) any transfer taxes which, pursuant to applicable law, are paid by the Mortgagor, (d) customary title, escrow and recording charges paid by the Mortgagor, (e) customary pro rations or credits made pursuant to the contract for such sale or transfer, and (f) such other amounts, if any, as the Commissioner, in the Commissioner's sole discretion, may agree is necessary, appropriate and equitable, but in no event an amount shall the Net Transfer Proceeds be greater than the Homebuyer Recapture Amount.

"Purchase Date" shall mean the date on which the Mortgagor purchased the Mortgaged Property, which shall be deemed to be the date on which this Mortgage is recorded.

SECTION II

GENERAL COVENANTS, REPRESENTATIONS AND WARRANTIES

Mortgagor covenants and agrees with Mortgagee that:

2.01 Taxes and Assessments.

(a) Mortgagor will pay when due all general taxes and assessments, special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

(b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's, or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

2.02 Insurance.

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Mortgagor shall keep the Mortgaged Property continuously insured in such amounts and against such risks as required of Mortgagor by the Senior Lender (as hereinafter defined), but in no event less than the full replacement cost of the Home, paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies of insurance shall provide that the same shall not be canceled, except upon thirty (30) days prior written notice to Mortgagee.

2.03 Maintenance of the Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.

(c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property to assure compliance with the terms of this Mortgage.

(d) Mortgagor shall promptly comply, and cause the Mortgaged Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property or any part thereof.

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor, subject to the rights of the Senior Lender, will promptly restore the Mortgaged Property to the equivalent of its condition prior to the casualty, to the extent of any insurance proceeds made available to Mortgagor for that purpose.

2.04 Subordination.

The Mortgage shall be subject and subordinate in all respects to that certain mortgage dated as of _____, 200____, between Mortgagor and _____ ("**Senior Lender**"), recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____ as document # _____ to secure indebtedness in the original principal amount not to exceed [____ percent (____%) of the NSP Purchase Price] ("**Senior Mortgage**") pursuant to the terms of the Redevelopment Agreement. This Mortgage shall also be subordinate to any subsequent mortgage that refinances the Senior Mortgage, so long as such refinancing is in an original principal amount less than or equal to the original principal amount of the Senior Lender's loan, as specified below, unless the Commissioner, in the Commissioner's sole discretion, agrees to senior refinancing in a greater amount. **EXHIBIT D EXPLAINS IN GREATER DETAIL THE ADDITIONAL REFINANCING RESTRICTIONS THAT**

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APPLY TO THE MORTGAGOR AND ANY LENDERS MAKING LOANS SECURED BY THE MORTGAGED PROPERTY.

As evidenced by Exhibit E to this Mortgage, the Senior Lender is a lender who has agreed to comply with the bank regulators' guidance for non-traditional mortgages, as outlined in the Statement on Subprime Mortgage Lending issued by the Office of the Comptroller of the Currency, Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Department of the Treasury, and National Credit Union Administration, available at <http://www.fdic.gov/regulations/laws/rules/5000-5160.html>).

The key terms of the Senior Lender's loan are as follows:

Original Principal Balance: _____
 Interest Rate: _____
 Fixed or Adjustable Interest Rate: _____
 Amortization Period: _____
 Term (Final Repayment Date) _____

If Adjustable Interest Rate, the interest rate reset date(s) and interest rate reset formula is specified below.

2.05 Income Eligibility.

Mortgagor covenants to Mortgagee that it meets the homebuyer income eligibility requirements under the Program. Specifically, Mortgagor represents and warrants that its household includes _____ persons and that Mortgagor's household income is _____ and that based on the AMI schedule attached as Exhibit F to this Mortgage, Mortgagor's household is (check one):

50% or less of AMI _____
 51% to 80% of AMI _____
 81% to 120% of AMI _____

2.06 Income Eligibility of Households Which Rent the Rental Unit.

If the Home is a Two-Flat Building, then with regard to the rental of the housing unit ("Rental Unit") which is not occupied by the Mortgagor, the Mortgagor hereby covenants that during the Affordability Period, each household occupying the Rental Unit shall meet the income eligibility requirements of the Program, which eligibility requirements are set forth on Exhibit G to this Mortgage.

Prior to the commencement of the initial occupancy of the Rental Unit, the Mortgagor shall deliver to the City an affidavit attesting to the monthly rent of the Rental Unit, the lease

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term, and containing a statement that the tenants of the Rental Unit shall meet the income eligibility standards of the Program. This affidavit shall thereafter be delivered to the City on an annual basis during the Affordability Period.

2.07 Foreclosure of Senior Mortgage.

In the event of a transfer of title of the Mortgaged Property through foreclosure or recording of deed in lieu of foreclosure to the Senior Lender pursuant to the Senior Mortgage, Mortgagee acknowledges and agrees that the residency, transfer and financing covenants set forth in **Exhibit D** attached hereto, and any other provisions contained herein restricting the sale and occupancy of the Mortgaged Property to buyers or occupants which meet the income eligibility requirements of the New Homes Program shall be released and shall have no further force or effect, provided, however, that all such covenants and affordability restrictions shall be revived according to the original terms if, during the applicable affordability period, the Mortgagor or any member of Mortgagor's household or family (or any other prohibited person under the NSP Legal Requirements) reacquires an ownership interest in the Mortgaged Property. Any other person (including the successors and/or assigns of Senior Lender) receiving title to the Mortgaged Property through a foreclosure of the Senior Mortgage shall take title to the Mortgaged Property free and clear of such restrictions, but only if (a) such transfer of title pursuant to such foreclosure did not involve collusion between the Senior Lender and the Mortgagor for the purpose of avoiding low-income affordability restrictions pertaining to the Mortgaged Property or of avoiding payment of the recapture amounts due under this Mortgage, and (b) the City is paid the Homebuyer Recapture Amount (or such lesser portion thereof as may be due and payable under this Mortgage).

Further, if Senior Lender acquires title to the Mortgaged Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage and the restrictions contained herein shall automatically terminate upon the Senior Lender's acquisition of title to the Mortgaged Property, provided that: (i) the Senior Lender has given written notice to Mortgagor of a default under the Senior Mortgage in accordance with its terms, (ii) the Mortgagor shall not have cured the default under the Senior Mortgage within any applicable cure period(s) provided for therein; (iii) any proceeds from any subsequent sale of the Mortgaged Property, if any, which Mortgagee is entitled to receive after payment of all amounts due pursuant to the Senior Mortgage and pursuant to this Mortgage, are paid to Mortgagee, and (iv) such acquisition of title by the Senior Lender did not involve collusion between the Senior Lender and the Mortgagor for the purpose of avoiding low-income affordability restrictions pertaining to the Mortgaged Property or of avoiding payment of the recapture amounts due under this Mortgage .

SECTION III

ELIGIBILITY, PRINCIPAL RESIDENCY, TRANSFER, RESALE, FINANCING, REFINANCING COVENANTS AND DUE ON SALE PROVISION

Mortgagor also covenants to comply with the residency, transfer, resale, financing and refinancing covenants and due on sale provision set forth in **Exhibit D** , which covenants are all

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materially related to the City's achievement of the affordable housing objectives of the Program and the City's compliance with the NSP Legal Requirements.

SECTION IV

ADDITIONAL PURCHASE PRICE RECAPTURE AMOUNT DUE UPON SALE

Mortgagor also covenants that upon any direct or indirect sale or transfer of the Home, or the Mortgagor's interest therein, regardless of whether such sale or transfer constitutes an "**Event of Default**" under this Mortgage, Mortgagor shall, at the time of such sale or transfer, repay the City the Homebuyer Recapture Amount from any available Net Transfer Proceeds, subject to any applicable limitations upon repayment set forth in the NSP Legal Requirements.

Notwithstanding the foregoing, a sale or transfer arising from the death of the Mortgagor, which operates to transfer the Mortgagor's interest in the Mortgaged Property to the Mortgagor's heirs or beneficiaries, whether by will, trust or a similar estate planning instrument, or by intestacy, shall not be subject to the foregoing due on sale provision, but the successor(s) in title to the Mortgagor's interest in the Mortgaged Property shall continue to hold such title subject to the terms of this Mortgage.

Notwithstanding the first paragraph of this Section IV, if a sale or other transfer giving rise to a repayment obligation under such first paragraph occurs and the gross sales proceeds are insufficient to repay an amount equal to the sum of (a) the Mortgagor's Total Purchase Price, plus (b) the then applicable Homebuyer Recapture Amount and any other amounts due and payable to Mortgagee under this Mortgage, Mortgagor shall pay Mortgagee an amount equal to the product of (i) the Net Transfer Proceeds, and (ii) a fraction, the numerator of which is the original Homebuyer Recapture Amount and the denominator of which is the sum of the original Homebuyer Recapture Amount plus Mortgagor's Total Purchase Price. For example, if Mortgagor's Total Purchase Price was \$185,000, the original Homebuyer Recapture Amount was \$15,000, the Net Transfer Proceeds was \$10,000, and the then applicable Homebuyer Recapture Amount was \$12,000, the repayment amount would be (a) \$10,000, times (b) \$15,000/\$200,000, or \$750.

SECTION V

DEFAULT

5.01 Events of Default.

The terms "**Event of Default**" or "**Events of Default**", wherever used in the Mortgage, shall mean any one or more of the following events:

(a) Mortgagor's breach of one or more of the residency, transfer, resale, financing or refinancing covenants or due on sale provision set forth in **Exhibit D**, which breach is not cured

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by Mortgagor within ten (10) days of Mortgagor's receipt of written notice from Mortgagee of such breach; or

(b) Mortgagor's breach of any other term, covenant, condition, or agreement of this Mortgage, which breach is not cured by Mortgagor within thirty (30) days of Mortgagor's receipt of written notice from Mortgagee of such breach; provided, however, that in the event such default cannot reasonably be cured within such thirty (30) day period and if Mortgagor has commenced efforts to cure, then the time to cure shall be extended so long as said party diligently continues to cure such default; or

(c) Any default continuing beyond all applicable cure periods under the Senior Mortgage that permits the Senior Lender to foreclose its lien thereunder.

5.02 Remedies.

(a) If an Event of Default arising from a breach of one or more of the covenants set forth in **Exhibits D** occurs (and unless the last paragraph of such Exhibit applies) (such a default, a "**Recapture Default**"), the Homebuyer Recapture Amount shall, at Mortgagee's sole option, become immediately due and payable and subject to recapture without further notice or demand.

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(b) If a Recapture Default or any other Event of Default occurs, Mortgagee shall also be entitled to declare all other amounts secured hereby immediately due and payable without further notice or demand and shall have such rights and remedies as may be available at law or at equity, including, without limitation, and subject to the rights of the Senior Lender, the right to foreclose the lien hereof. The Mortgage and the right of foreclosure hereunder shall not (to the extent permitted by law) be impaired or exhausted by any foreclosure of the Senior Mortgage, and may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgagee hereunder, there shall be allowed and included as additional indebtedness, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and any title, survey and closing costs. All expenditures and expenses of the nature in this section 5.02(b) mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of the Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting the Mortgage, or the Mortgaged Property or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by the Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this section; (ii) repayment of any indebtedness secured by any permitted Senior Mortgage or a permitted refinancing thereof; (iii) all recapture amounts and other amounts due under this Mortgage; and (iv) any remaining amounts due to Mortgagor, its successors or assigns, as their rights may appear.

5.03 Mortgagor Waivers.

Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of the Mortgage on its behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of the Mortgage.

5.04 Additional Mortgagee Rights.

Upon any other entering upon or taking of possession of the Mortgaged Property after the occurrence of an Event of Default, Mortgagee, subject to the rights of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures,

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personalty and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may reasonably determine to be to its best advantage. Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (aa) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as Mortgagee may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder of the monies and proceeds so received by Mortgagee first to payment of accrued interest; and second to the payment of principal. The balance of such funds, if any, after payment in full, of all of the aforesaid amounts (including, without limitation, the entire outstanding principal balance under this Mortgage) shall be paid to Mortgagor.

5.05 Right to Receiver.

Subject to the rights of the Senior Lender, if an Event of Default shall have occurred, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall otherwise have all of the rights and powers to the fullest extent permitted by law.

5.06 Purchase by Mortgagee.

Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price; provided, however, that the Senior Lender has been paid in full.

5.07 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgagee by the Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

5.08 No Waiver By Mortgagee.

No delay or omission of Mortgagee or of any holder of this Mortgage to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by the Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or Event of Default

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by Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Mortgagor.

SECTION VI

MISCELLANEOUS PROVISIONS

6.01 Successors and Assigns.

This Mortgage shall inure to the benefit of and be binding upon Mortgagor and Mortgagee and their respective legal representatives, successors and assigns and any reference herein to the "Mortgage" or "Mortgagor" shall be deemed to include a reference to such legal representatives, successors and assigns.

6.02 Terminology.

All personal pronouns used in the Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of the Mortgage, and all references herein to sections shall refer to the corresponding sections of the Mortgage unless specific reference is made to such sections of another document or instrument.

6.03 Severability.

If any provision of the Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

6.04 Security Agreement.

The Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures. Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by the Mortgage or any other agreement.

6.05 Modification.

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No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. Mortgagor shall have no right to convey the Land into a land trust without obtaining the prior written consent of the Mortgagee.

6.06 No Merger.

It being the desire and intention of the parties that the Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee as evidenced by an appropriate release duly executed and recorded, the Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

6.07 Applicable Law.

The Mortgage shall be governed by the laws of the State of Illinois.

6.08 Certificates of Compliance.

If no Event of Default exists and Mortgagor retains ownership of the Mortgaged Property, upon the expiration of the Affordability Period, Mortgagee, within thirty (30) days of receipt of a written request from Mortgagor, shall execute a certificate of compliance in recordable form certifying to Mortgagor's full compliance with the covenants set forth in **Exhibit D** applicable during such period, and confirming the termination of any applicable recapture amounts.

6.09 Release of Mortgage.

If: (a) Mortgagor is not then in default under this Mortgage and retains ownership of the Mortgaged Property until the expiration of the last applicable affordability period, or (b) Mortgagor conveys the Mortgaged Property, giving rise to an Event of Default, and Mortgagor pays Mortgagee the amount Mortgagee is entitled to receive pursuant to the provisions of Section 5.02 above, then Mortgagor shall be deemed to have fully complied with the provisions contained in this Mortgage. In such event, within thirty (30) days of receipt of a written request from Mortgagor, Mortgagee shall execute a release of the Mortgage. Said release shall be in recordable form.

6.10 Further Assurances, Duty to Cooperate.

Mortgagor, on request of Mortgagee, from time to time, covenants and agrees to execute and deliver such additional documents, amendments, agreements and undertakings as may be necessary to: correct any scrivener's error contained herein or in any related document; to perfect or to maintain as perfected valid lien(s) upon the Mortgaged Property any lien granted to Mortgagee under this Mortgage or any under any other agreement or undertaking; or to more

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fully and accurately set forth and reflect the affordability requirements of the NSP Legal Requirements and the Program.

6.11 Conflict

This Mortgage is intended to be consistent with and to implement the requirements of the NSP Legal Requirements. In the event of a conflict between this Mortgage and the NSP Legal Requirements, the latter shall govern and control.

6.12 Discretionary Authority.

Depending on market conditions, interest rates and any other attendant facts and circumstances related to a given resale of the Home, the Commissioner of DCD, in the Commissioner's sole discretion, may determine that a lesser recapture amount shall be due and payable hereunder than as specified elsewhere in this Mortgage, but in no such event shall the recapture amount be less than the amount required under the NSP Legal Requirements.

If an Event of Default occurs hereunder, the Commissioner, in the Commissioner's sole discretion, but subject to the approval of the Corporation Counsel, and dependent upon market conditions, interest rates and any other attendant facts and circumstances, may settle any claims with respect to this Mortgage, including, without limitation, accepting payment of an amount less than the full amount that would otherwise be due and payable under this Mortgage, if equitable and necessary or appropriate, but in no event shall such amount be less than the amount required under the NSP Legal Requirements.

IN WITNESS WHEREOF, the undersigned has caused this Mortgage to be executed as of the day and year first above written.

MORTGAGOR:

Name: _____

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STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, individually, personally known to me as the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 20__.

 Notary Public

My commission expires _____.

Property of Cook County Clerk's Office

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EXHIBIT A

[ATTACH LEGAL DESCRIPTION]

The Land is improved with a (check one):

- Single Family Home _____
- Two-Flat Building _____
- Three Flat Building _____
- Other (specify below) _____



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EXHIBIT C

[ATTACH HOMEOWNER COUNSELING CERTIFICATE]

Property of Cook County Clerk's Office



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EXHIBIT D

Eligibility, Principal Residency, Transfer, Resale, Financing and Refinancing Covenants and Due on Sale Provision

In consideration of the Homebuyer NSP Purchase Subsidy and the Homebuyer NSP Development Subsidy, as applicable, that have enabled the Mortgagor to purchase the Mortgaged Property for the reduced Homebuyer Contract Sales Price, and as a condition to the Mortgagee's provision of such subsidies and the sale of the Mortgaged Property to Mortgagor, Mortgagor covenants to Mortgagee that:


- (a) Mortgagor meets the income eligibility requirements under the Program.
- (b) Mortgagor shall own the Mortgaged Property, shall not lease the Mortgaged Property and shall utilize the Home as its primary residence.
- (c) Mortgagor shall not directly or indirectly sell or otherwise transfer the Mortgaged Property, or execute a deed in lieu of foreclosure (unless it complies with the requirements of Section 2.07, Article 4 and Article 5 of this Mortgage).
- (d) Mortgagor shall not refinance the Mortgaged Property, except to refinance the Senior Mortgage in an amount not greater than the original principal balance of the loan secured by the Senior Mortgage, as set forth in Section 2.04, or except as otherwise consented to by the Commissioner, in the Commissioner's sole discretion. **THIS REFINANCING RESTRICTION MEANS THAT THE HOMEOWNER IS RESTRICTED FROM USING THE MORTGAGED PROPERTY AS COLLATERAL FOR GETTING ADDITIONAL LOANS, INCLUDING, WITHOUT LIMITATION, LOANS TO REPAY CREDIT CARD DEBT, LOANS TO PURCHASE AUTOMOBILES, HOME EQUITY LOANS, DEBT CONSOLIDATION LOANS OR LOANS TO FINANCE THE PURCHASE OF OTHER PERSONAL OR REAL PROPERTY, UNLESS SUCH LOANS MEET THE REFINANCING REQUIREMENTS OF THE PREVIOUS SENTENCE. IF MORTGAGOR DESIRES TO GET A HOME IMPROVEMENT LOAN THAT WILL USE THE MORTGAGED PROPERTY AS COLLATERAL, AND IF THE COMMISSIONER CONSENTS TO SUCH LOAN, SUCH CONSENT MAY BE CONDITIONED UPON, AMONG OTHER THINGS, THE HOMEOWNER'S SUBMISSION TO THE COMMISSIONER, AND THE COMMISSIONER'S APPROVAL OF, CONSTRUCTION CONTRACTS, BUDGETS AND ESCROW OR OTHER FUNDING AGREEMENTS FOR SUCH HOME IMPROVEMENT PROJECT.**

Notwithstanding the above, Mortgagor may at any time, sell the Mortgaged Property to a subsequent homebuyer who meets the then applicable income eligibility requirements of the Program (including any HOME Affordability Requirements adopted by the City for purposes of complying with the Program's "safe harbor" provisions) and who pays an affordable purchase price under the then applicable affordability requirements of the Program (and any such HOME Affordability Requirements), in each instance as determined by DCD (or any successor department thereto), provided such purchaser assumes the then-remaining obligations of

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Mortgagee under this Mortgage. In such event, no Event of Default shall exist and no recapture amounts shall be due and payable, provided that such successor homebuyer assumes the executor obligations of the Mortgagor under this Mortgage in writing.

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Two large, irregular black redaction marks are present on the page. The first mark is located in the upper right quadrant and covers several lines of text. The second mark is located in the lower right quadrant and also covers several lines of text. A diagonal watermark reading "Property of Cook County Clerk's Office" is overlaid across the page, passing through both redaction marks.

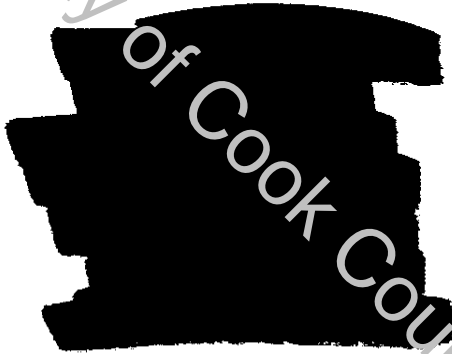
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EXHIBIT E

Evidence of Senior Lender's Compliance With Bank Regulators' Guidance for Non-Traditional Mortgages

[ATTACH EVIDENCE]

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EXHIBIT F

[ATTACH CURRENT HUD CMSA AREA MEDIAN INCOME SCHEDULE]

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EXHIBIT G

[ATTACH CURRENT INCOME ELIGIBILITY REQUIREMENTS]

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EXHIBIT H

[ATTACH INCOME ELIGIBILITY CERTIFICATE]

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