This document prepared by:

Eva L. Garrett, Esq. Mercy Portfolio Services 120 S. LaSalle, Suite 1850 Chicago, Illinois 60603

And when recorded return to:

Sweta Shah, Esq. City of Chicago Department of Law City Hall, Coom 600 121 North LaSalle Street Chicago, Illinois 60602



Doc#: 1114644077 Fee: \$70.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/26/2011 01:02 PM Pg: 1 of 18

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF DOCUMENTS

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF DOCUMENTS (this "Assignment") is made as of May 2 (, 2011 by and between Mercy Portfolio Services, a Colorado non-profit corporation ("MPS"), MPS Community I, LLC, an Illinois limited liability company ("e "Assignor"), 3550 Lyndale LLC, an Illinois limited liability company ("Lyndale"), Chicago Title Land Trust Company, not personally but as Trustee (the "Trustee") under that certain Trust Agreement dated May 1, 2011 and known as Trust Number 8002357069 of which Lyndale is the sole beneficiary (the "Land Trust") (collectively, Lyndale and the Trustee are hereinafter referred to as the "Assignee"), and the City of Chicago an Illinois municipal corporation and home rule unit of government (the "City") (collectively, the "Parties").

It is expressly anticipated by the Parties hereto that the Assignor will convey the Property (as hereinafter defined) and assign the indebtedness evidenced by the Note (as hereinafter defined) to the Assignee, and that thereafter the Assignee will be bound by all the obligations of the Assignor under the documents described in this Assign nent.

RECITALS

WHEREAS, the City has received certain funds in the approximate amount of \$55,238,017 and \$98,008,384 (collectively, the "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 amended by the American Recovery and Reinvestment Act of 2009, as the same may be hereafter amended, restated or supplemented from time to time (collectively, the "Act") and the Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Developers under the Housing and Economic Recovery Act, 2008 issued by HUD and found at the Federal

Box 334

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 Notice of Fund Availability for the Neighborhood Stabilization Program 2 ("NOFA") under the Recovery Act (Docket No. FR-5321-N-01, May 4, 2009), the Notices of Fund Availability for Fiscal year 2009 NSP2 Program under the Recovery Act, Correction (Docket No. FR-5321-C-02, June 11, 2009; Docket No. FR-5321-C-03, November 9, 2009, Docket No. FR 5321-C-04, and Docket No. FR-5321-N-04); and the HUD regulations at 24 CFR Part 570 (as modified by the NOFA as now in effect and as may be amended from time to time) (collectively, the "Regulations"); and

WHEREAS, the City has submitted to HUD, and HUD has approved, the City's Substantia. Amendment application to HUD governing the City's use of the Program Funds in a 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 of Chicago. Pursuant to such approval, the City and HUD have entered into that certain Grant Agreement dated effective as of March 27, 2009 and that certain Funding Approval and Grant Agreement dated effective as of February 1, 2010 (collectively, the "HUD Grant Agreement"). The Act, the Regulations, and the HUD Grant Agreement are collectively referred to herein as the "NSP Legal Requirements"; and

WHEREAS, the City and MPS have entered into that certain Agreement Between The City of Chicago and Mercy Portfolio Services For Neighborhood Stabilization Program dated June 30, 2009 and that certain Agreement Between The City of Chicago and Mercy Portfolio Services For Neighborhood Stabilization Program 2 dated as of July 1, 2010 (collectively, the "Subgrant Agreement"), pursuant to which the City has agreed to make the Program Funds available to MPS for Eligible Activities (as defined therein), subject to the terms and conditions of the Subgrant Agreement; and

WHEREAS, Assignor is the Developer under that certain Redevelopment Agreement by and among Assignor, MPS and the City, dated as of January 25, 2011 as the same may be amended, supplemented and restated from time to time ("the "Redevelopment Agreement"); and

WHEREAS, pursuant to the Redevelopment Agreement, MPS agreed to provide Program Funds in the form of a loan in the principal amount of \$1,253,498 (the "Loan") to the Assignor to be used in connection with the acquisition, rehabilitation and/or construction of the Property legally described on Exhibit A attached hereto, which is improved with the improvements described thereon (the "Property"); and

WHEREAS, to evidence the Loan the Assignor executed and delivered a promissory note in the principal amount of the Loan, dated as of January 25, 2011 and made payable to MPS. Such note, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, shall be called the "Note:" and

WHEREAS, to secure its obligations under the Note and the Redevelopment Agreement, Assignor granted to MPS that certain Mortgage, Security Agreement and Financing Statement, dated as of January 25, 2011, as the same may be amended, supplemented and restated from time to time (the "Mortgage"); and

WHEREAS, as additional security of its obligations under the Note and the Redevelopment Agreement, the Assignor executed and delivered to MPS that certain Assignment of Rents and Leases, dated as of January 25, 2011, as the same may be amended, supplemented and restated from time to time (the "Assignment of Rents"); and

WHEREAS, pursuant to that certain Assignment of Mortgage and Documents (the "Assignment of Mortgage"), dated as of January 25, 2011, MPS assigned to the City all of the right, title and interest of MPS in and to the Note, together with all indebtedness evidenced there under, and further granted, transferred and assigned to the City all of the right, title and interest of MPS in and to the Redevelopment Agreement, the Mortgage, and the Assignment of Rents; and

WHEREAS, the City is the present, sole legal and equitable owner and holder of the Note; and

WHEREAS, the Assignor, MPS and the City have entered into that certain Regulatory Agreement in connection with the operation of the Property, dated as of January 25, 2011 as the same may be amended, supplemented and restated from time to time (the "Regulatory Agreement"); and

WHEREAS, the Regulatory Agreement was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "kecorder's Office") on February 4, 2011 as Document No. 1103510044; the Redevelopment Agreement was recorded in the Recorder's Office on February 4, 2011 as Document No. 1103510045; the Mortgage was recorded in the Recorder's Office on February 4, 2011 as Document No. 1103510047; the Assignment of Rents was recorded in the Recorder's Office on February 4, 2011 as Document No. 1103510048; and the Assignment of Mortgage was recorded in the Recorder's Office on February 4, 2011 as Document No. 1103510046, and

WHEREAS, pursuant to the Redevelopment Agreement, the Assignor has acquired the Property; and

WHEREAS, the Redevelopment Agreement contemplates that upon acquisition of the Property by the Assignor, the Assignor and the City shall identify a Participating Entity (as defined therein) which shall rehabilitate the Property and, upon such identification, the Assignor shall convey the Property to such Participating Entity, which shall thereafter complete the rehabilitation work specified in the Redevelopment Agreement and in the Exhibits attached thereto; and

WHEREAS, the Redevelopment Agreement further contemplates that concurrently with the conveyance of the Property to such Participating Entity, the Assignor shall assign the indebtedness evidenced by the Note to such Participating

Entity, and thereafter such Participating Entity shall be bound by all of Assignor's obligations thereunder; 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, the Regulatory Agreement, the Note, the Mortgage, and the Assignment of Rents; and

WIEREAS, the Parties now desire to execute this Assignment to effect such assignment and assumption and to amend the Redevelopment Agreement, the Regulatory Agreement, the Note, the Mortgage, the Assignment of Mortgage and the Assignment of Rents as set fort at erein.

NOW THER FORE, 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. The Assignor hereby grants, transfers and assigns to the Assignee all of the obligations under and rights, title, and interest of the Assignor in and to the Note, together with all sums of money due and payable thereunder, and hereby further grants, transfers and assigns to the Assignee all of the obligations under and rights, title, and interest of the Assignor in and to the Redevelopment Agreement, the Regulatory Agreement, the Mortgage and the Assignment of Rents (collectively the Note, the Redevelopment Agreement, Regulatory Agreement, the Mortgage, and the Assignment of Rents are hereinafter referred to as the "Documents").
- 2. In conjunction with the assignment of the Redevelopment Agreement, the Assignor hereby assigns to the Assignee all of the Assignor's right title and interest in the Assignor's title to the Property which the Assignor is conveying to the Assignee by its special warranty deed concurrently with the execution and recording of this Assignment.
- 3. Assignee hereby accepts such assignment and agrees to fully assume all of the obligations of the Assignor under the Documents.
- 4. The Assignor hereby covenants and represents that (i) the Assignor has full right and title to assign all of the Documents to the Assignee; and (ii) no other assignment of any interest therein has been made.
- 5. The Redevelopment Agreement is hereby amended by deleting each reference to "DHED" and replacing each reference with "HED."

- 6. Recital M of the Redevelopment Agreement is hereby amended by deleting the reference to "a to-be-identified lender" and replacing it with "Community Investment Corporation."
- 7. Section 6(D) of the Redevelopment Agreement is hereby amended by deleting the following sentence: "If an NSP Property is conveyed to a Participating Entity for rehabilitation, such Participating Entity shall, concurrently with such conveyance, execute and deliver to the City separate reconveyance deeds for the NSP Property conveying such NSP Property both (i) to the City, and, in the alternative, (ii) to MPS LLC," and replacing it with the following sentence: "If an NSP Property is conveyed to a Participating Entity for rehabilitation, the Trustee shall, concurrently with such conveyance, execute and deliver a reconveyance trustee's deed in favor of MPS LLC, and MPS LLC, also concurrently with the conveyance, shall execute and deliver a reconveyance quitclaim deed in favor of the City."
- 8. Section 3 of the Redevelopment Agreement is hereby amended by deleting the reference to "six (6) month period" and replacing it with "four (4) month period."
- 9. Section 23 of the Redevelopment Agreement is hereby amended by removing each reference to "MPS LLC." Section 23 of the Redevelopment Agreement is hereby further amended by adding the following: "If to the Developer: 3550 Lyndale LLC; c/o Hispanic Housing Development Corporation, 325 North Wells Street, 8th Floor, Chicago, IL 60654; Attention: Hipolito Roldan, President."
- 10. Exhibit A to the Redevelopment Agreement is hereby deleted in its entirety and new Exhibit A, attached hereto and made a part 'ie eof, is substituted in its place.
- 11. The Regulatory Agreement is hereby amended by deleting each reference to DHED" and replacing each reference with "HED."
- 12. Section 2.4 of the Regulatory Agreement is hereby deleted in its entirety and replaced with the following: "After completion of the rehabilitation of the Project and subject to Sections 2.7 and 2.9 hereto, 4 of the units in the Project shall be occupied only by households who are Very Low-Income Families, and 3 of the units in the Project shall be occupied only by households who are Eligible-Income Families.
- 13. Section 3.1 of the Regulatory Agreement is hereby amended by deleting the reference to "6 months" and replacing it with "4 months."
 - 14. Exhibit B to the Regulatory Agreement is hereby amended as follows: The following definition shall be added to Section I: "Davis-Bacon Act shall mean 40 USC 276a et. seq., as the same may be restated, modified or amended from time to time." The definition of "Low-Income Project in Section I is hereby amended by deleting the reference to "7" and replacing it with "4." The definition of "NSP Funds" in Section I is hereby amended by deleting the reference to "\$1,253,498" and replacing it with "\$1,134,400." The definition of "Senior Lender" in Section I

is hereby amended by deleting the reference to "None" and replacing it with "Community Investment Corporation ("CIC")." The definition of "Senior Loan" in Section I is hereby amended by deleting the reference to "None" and replacing it with "Collectively, that certain senior construction loan and senior permanent loan from CIC to the Participating Entity." The definition of "Senior Mortgage" in Section I is hereby amended by deleting the reference to "None" and replacing it with "That certain Construction Loan Mortgage and Security Agreement with Collateral Assignment of Leases and Rents made by Participating Entity in favor of CIC as of the date hereof." The first sentence in Paragraph 1 in Section II is hereby amended by deleting the reference to "100 percent" and replacing it with "4." Paragraph 2(b) in Section II is hereby amended by deleting the reference to "7" and replacing it with "4." Paragraphs 2(c) and 2(d) in Section II are hereby deleted in their entirety. Paragraph 4 in Section II is hereby amended by inserting at the and of the sentence the following: "and the Davis-Bacon Act, as applicable. Paragraph 7 in Section II is hereby amended by deleting each reference to Porrower's address and replacing each reference with the following: "3550 Lyndale LLC; c/o Hispanic Housing Development Corporation, 325 North Wells Street, 8th Floor, Chicago, IL 60654; Attention: Hipolito Roldan, President."

- 15. Exhibit E to the Regularory Agreement is hereby amended as follows: Each reference to "MPS Community I, LLC" is hereby deleted and replaced with "3550 Lyndale LLC." Section A of the Reps and Varranties section is hereby amended by deleting the reference to "7" and replacing it with "4."
- 16. The Assignment of Rents is hereby amended by deleting the reference to "\$1,253,498" in the second paragraph and replacing it with "\$1,134,400."
- 17. Paragraph 10 of the Mortgage is hereby amended by deleting section (vi) and replacing it with the words "[intentionally omitted]."
- 18. The last paragraph of Paragraph 36 of the Mortgage is hereby amended by deleting the reference to "\$2,506,996" and replacing it with \$2,268,800.
 - 19. The Mortgage is hereby amended by adding the following language:
- "(39) <u>Subordination</u>. This Mortgage shall be subject to and subordinate to that certain Senior Construction Loan and to that certain Senior Permanent Loan, as defined in the Redevelopment Agreement, as amended. This Mortgage shall also be subordinate to any subsequent mortgage that refinances the Senior Permanent Loan, so long as such refinancing is in an original principal amount less than or equal to the original principal amount of the Senior Permanent Loan, unless the Mortgagee, in its sole discretion, agrees to senior refinancing in a greater amount."
- 20. Exhibit B, Section 1 of the Mortgage is hereby deleted in its entirety and replaced with the following: 3550 Lyndale LLC, c/o Hispanic Housing Development

Corporation, 325 North Wells Street, 8th Floor; Chicago, IL 60654; Attention: Hipolito Roldan.

- 21. Exhibit B, Section 3 of the Mortgage is hereby amended by deleting the reference to "Initial Payment Date: Maturity Date" and replacing it with the words "[intentionally omitted]."
- 22. Exhibit B, Section 4 of the Mortgage is hereby amended by deleting the reference to "\$1,253,498" and replacing it with "\$1,134,400."
- 23. Exhibit B, Section 5 of the Mortgage is hereby amended by deleting it in its entirety and replacing it with the following language:

"Rep: yr ient Terms and Maturity Date of the Loan:

Upon the making of the Senior Permanent Loan (as defined in the Redevelopment Agreement, as amended), the Mortgagor shall make a payment to the Mortgagoe of \$300,000, or such lesser amount as reflects the actual amount of the Senior Permanent Loan, which payment shall reduce the outstanding principal balance of the Note by such amount. The remaining principal balance of \$834,400 shall be forgiven on a pro rata basis, annually, over a period of 20 years from the date hereof (the "Maturity Date"), subject to compliance by the Mortgagor with all the terms and conditions of the Regulatory Agreement; provided, however, that the term Maturity Date shall also mean such earlier date as of which the principal of the Loan may become due and payable occause of acceleration or prepayment as provided in any of the Documents."

- 24. The Note is hereby amended by deleting all reverences to "\$1,253,498" and replacing them with "\$1,134,400."
- 25. The Note is hereby further amended by deleting the regayment terms stated in the first paragraph and replacing them with the following:

"Upon the making of the Senior Permanent Loan (as defined in the hereinafter defined Loan Agreement, as amended), the Maker shall make a payment to the Holder of \$300,000, or such lesser amount as reflects the actual amount of the Senior Permanent Loan, which payment shall reduce the outstanding principal balance of the Note by such amount. The remaining principal balance of \$834,400 shall be forgiven on a pro rata basis, annually, over a period of 20 years from the date hereof (the "Maturity Date"), subject to compliance by the Maker with all the terms and conditions of the Regulatory Agreement; provided, however, that the term Maturity Date shall also mean such earlier date as of which the principal of the Loan may become due and payable because of acceleration or prepayment as provided in any of the Documents."

- 26. The first "Whereas Clause" of the Assignment of Mortgage is hereby deleted and replaced with the first "Whereas Clause" of this Assignment, except that the word "Assignee" shall be used in lieu of the word "City."
- 27. The second "Whereas Clause" of the Assignment of Mortgage is hereby deleted and replaced with the second "Whereas Clause" of this Assignment, except that the word "Assignee" shall be used in lieu of the word "City."
- 28. The sixth "Whereas Clause" of the Assignment of Mortgage is hereby deleted and replaced with the third "Whereas Clause" of this Assignment, except that the word "Assignee" shall be used in lieu of the word "City."
- 29. The Assignment of Mortgage is hereby amended by deleting all references to "\$1,253,468" and replacing them with "\$1,134,400."
- 30. The parties hereto expressly acknowledge that the Loan and the Documents are subordinate to that certain Senior Construction Loan, as defined on Exhibit A of this Assignment, and to that certain Senior Permanent Loan, as defined on Exhibit A of this Assignment, each made by the Community Investment Corporation, an Illinois not-for-profit corporation ("CIC") to the Assignee in connection with the Project.
- 31. The City hereby agrees to use its best efforts to copy CIC on the notice that it gives the Assignee regarding the City's consent to the start of construction pursuant to Section 10 (xix) of the Mortgage
- 32. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns as well as any subsequent owner of the Property.
- 33. This Assignment shall be governed as to performance and interpretation in accordance with the internal laws of the State of Illinois.
- 34. If any provision of this Assignment, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalve the remainder of this Assignment shall be construed as if such invalid part were never included herein, and this Assignment shall be and remain valid and enforceable to the fullest extent permitted by law.
- 35. All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Redevelopment Agreement.
- 36. This document may be executed in counterparts, which, when taken together, shall constitute one original document.

(SIGNATURE PAGE FOLLOWS)

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UNOFFICIAL COPY

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

Mercy Portfolio Services, a Colorado nonprofit corporation

By:

Name: William W. Towns Title: Vice President

MPS Community I, LLC, an Illinois limited liability company

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

By:
Nat
Titl

Name: William W. Towns

Title: Vice President

3550 Lyndale, LLC, an Illinois limited liability company

By: Hispanic Housing Development Corporation, an Trinois not-for-profit corporation, its sole member-manager

By:

Name: Hipolito Roldan

Title: President

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UNOFFICIAL COPY

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

Stoppent Ox Coop

Mercy Portfolio Services, a Colorado nonprofit corporation

By:	 	
Janes William	Тошто	

Name: William W. Towns Title: Vice President

MPS Community I, LLC, an Illinois limited liability company

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

3550 Lyndale, LLC, an Illinois limited nativity company

By: Hispanic Housing Development Corporation, an Illinois not-for-profit corporation, its sole member-manager

Name: Inpolito Roldan

Title: Vice President

Title: President

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

Name: William F. Eager

Title: Acting Managing Deputy

Commissioner-Housing

Chicago Title Land Trust Company,

Not personally but solely as Trustee under that certain Trust Agreement dated Echnuary May 1,

22, 2011) and known as Trust Number

800235/1069

CAGO, ILLIN

Name: Harriet Denisewicz

Title: Assistant Vice President

This instrumer t is executed by the undersigned Land Trustee, not personally but catch as Trustee in the exercise of the power and authority confered upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made of the part of the Trustee are undertaken by it solely in its capacity as Trustee are not personally. No personal liability of personal responsibility is assumed by or shall at any time be associed or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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STATE OF ILLINOIS))	SS.
COUNTY OF COOK)		

I, Italia Kavis , 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 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 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 $\frac{29^{-6}}{2}$ day of May, 2011.

NOTARY PUBLIC

OFFICIAL SEAL HOLLY KAVIS
NOTAL PALIC - STATE OF ALIROS
BY COMMISSION ENGINEER CONTROLS

COMMISSION COMMISSION

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STATE OF ILLINOIS)
) SS. COUNTY OF COOK)
I, Hollo Kaus, 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/she signed and delivered the foregoing instrument pursuant to authority given by said company, as his/her 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 day of May, 2011.
Of Co.
NOTARY PUBLIC

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)
I, Betsy A. Bettran, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Hipolito Roldan, personally known to me to be the President of Hispanic Housing Development Corporation, an Illinois not-for-profit company and the sole member-manager of 3550 Lyndale 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 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 day of May, 2011.
GIVEN under my notarial seal this day of May, 2011.
OFFICIAL SEAL BETSY A. BELTRAN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7-20-2011
NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7-20-2011

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STATE OF ILLINOIS)
) SS. COUNTY OF COOK)
I, Color Colors, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William F. Eager, personally known to me to be the Acting Managing Deputy Commissioner-Housing of the Department of Housing and Economic 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 Managing Deputy Commissioner-Housing, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and ceed of the corporation, for the uses and purposes therein set forth.
GIVEN under my notarial seal this 24th day of May, 2011.
Patricia Sulewsku NOTARY PUBLIC
OFFICIAL SEAL PATFICIA SULEWSKI NOTARY PUBLIC: STATE: OF ILLINOIS MY COMMISSION FX.PIFIES:05/07/14
Co

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STATE OF ILLINOIS)
) SS. COUNTY OF COOK)
I, the undersigned , a Notary Public in and for said County, in the State aforesaid, do hereby certify that Harriet Denisewicz , personally known to me to be the Assistant Vice / of Chicago Title Land Trust 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 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 25. day of May, 2011.
NOTARY PUBLIC
CNOTARY PUBLIC WOFFICIAL SEAL GRACE MARIN NOTARY PUBLIC, STATE OF JUNO SEQUENCE 03/20/2019 Commission Expires 03/20/2019

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EXHIBIT A

NSP PROPERTY INFORMATION

LOTS 162 AND 163 IN THE SUBDIVISION OF THE Legal Description of Land: : NORTH 1/2 OF THE WEST 1/3 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 3550 West Lyndale Street, Chicago, Illinois

PIN: 13-35-209-025-0000

Existing Improvements on the Land: 7-UNIT RESIDENTIAL BUILDING

NSP Acquisition Price: \$970,200

NSP Acquisition Loan Amount for acquisition and holding costs: \$980,515

NSP Rehabilitation Loan \$153,835

NSP Loan Amount: \$1,134,400

Permitted Developer's Fee: \$15,945

NSP Total Development Cost: \$1,134,400

Developer Equity: \$0

Senior Construction Loan: \$153,885

Senior Permanent Loan: \$300.000

Senior Lender: Community Investment Corporation ("CIC")

County Clerk's Office and Senior Loan Documents: collectively (i) that certain Construction Loan Agreement made by the Assignee in favor of CIC as of the date hereof, (ii) that certain Construction Loan Mortgage and Security Agreement with Collateral Assignment of Leases and Rents made by the Assignee in favor of CIC as of the date hereof, (iii) that certain Three Year Adjustable Rate Construction Loan Note made by the Assignee in favor of CIC as of the date hereof, (iv) that certain Security Agreement and Assignment of Interest in Land Trust made by Assignee in favor of CIC as of the date hereof; and (v) those certain documents which will evidence the Senior Permanent Loan upon completion of the Project.

Junior Loan: None.

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Junior Lender: None.

Junior Loan Documents: None.

Repayment Terms: Upon the making of the Senior Permanent Loan, the Developer shall make a payment to the City of \$300,000, or such lesser amount as reflects the actual amount of the Senior Permanent Loan, which amount shall reduce the outstanding principal balance of the Note by such amount. The remaining principal balance of \$834,400 shall be forgiven on a pro rata basis, annually, over a period of 20 years from the date hereof (the "Maturity Date"), subject to compliance by the Developer with all the terms and conditions of the Regulatory Agreement; provided, however, that the term Maturicy Late shall also mean such earlier date as of which the principal of the NSP Loan and S. Cook County Clark's Office may become due and payable because of acceleration or prepayment as provided in any of the Documents.