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Doc#: 1303122031 Fee: \$110.00
Karen A. Yarbrough RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/31/2013 09:28 AM Pg: 1 of 37

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Property of Cook County Clerk's Office

Prepared by:

Eva Garrett, Esq.
Mercy Portfolio Services
120 South LaSalle Street, Ste 1850
Chicago, Illinois 60603

After recording return to:

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

1337-45 South Central Park Avenue / 3556 West Douglas Boulevard
PIN: 16-23-208-014-0000

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF DOCUMENTS

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF DOCUMENTS (this "Assignment") is made as of January 24, 2013 by and between Mercy Portfolio Services, a Colorado non-profit corporation ("MPS"), MPS Community I, LLC, an Illinois limited liability company (the "Assignor"), 1337 Central Park Development LLC, an Illinois limited liability company ("Central Park"), Chicago Title Land Trust Company ("Trustee"), not personally but as trustee under that certain Trust Agreement dated October 2, 2012, and known as Trust Number 8002360368 of which Central Park is the sole beneficiary (collectively, Central Park 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").

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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 Assignment.

RECITALS

WHEREAS The City has or will receive certain funds in the approximate amount of \$55,238,017 and \$98,008,384, and \$15,996,360 (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. ("**HERA**"), as amended by the American Recovery and Reinvestment Act of 2009, H.R.1 (the "**Recovery Act**"), as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, H.R. 4173 (the "**Dodd-Frank Act**"), as the same may be hereafter amended, restated or supplemented from time to time ((HERA, the Recovery Act and the Dodd-Frank Act are collectively referred to as the "**Act**"); 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 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 under the Recovery Act (Docket No. FR-5321-N-01, May 4, 2009), the Notice 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); the Notice of Formula Allocations and Program Requirements for Neighborhood Stabilization Program Formula Grants (Docket No. FR-5447-N-01, October 19, 2010 (the "NOFA"); 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 NSP1 Substantial Amendment application to HUD, NSP2 application to HUD and NSP3 Substantial Amendment 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 of Chicago. Pursuant to such approval, the City and HUD have entered into that certain Grant Agreement dated effective as of March 27, 2009, that certain Funding Approval and Grant Agreement signed on February 11, 2010, and that certain Funding Approval and Grant Agreement dated effective as of March 17, 2011 (collectively, the "**Grant Agreement**"). The Act, the Regulations, and the Grant Agreement are collectively referred to herein as the "**NSP Legal Requirements**"; and

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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 as of June 30, 2009, that certain Agreement Between The City of Chicago and Mercy Portfolio Services For Neighborhood Stabilization Program 2 dated as of July 1, 2010, and that certain Agreement Between The City of Chicago and Mercy Portfolio Services For Neighborhood Stabilization Program 3 dated as of September 1, 2011 (collectively, the "**Subgrant Agreement**"), pursuant to which the City has agreed to make the Program Funds available to MPS for Eligible Activities subject to the terms and conditions of such 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 17, 2013 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 \$3,080,098 (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 17, 2013 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 17, 2013, as the same may be amended, supplemented and restated from time to time (the "Mortgage"); and

WHEREAS, as additional security for 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 17, 2013, 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 17, 2013, MPS assigned to the City all of the right, title and interest of MPS in and to the Note, together with all indebtedness evidenced thereunder, 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 17, 2013 as the

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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 "Recorder's Office") on January 22, 2013 as Document No. 1302222015; the Redevelopment Agreement was recorded in the Recorder's Office on January 22, 2013 as Document No. 1302222016; the Mortgage was recorded in the Recorder's Office on January 22, 2013 as Document No. 1302222012; the Assignment of Rents was recorded in the Recorder's Office on January 22, 2013 as Document No. 1302222013; and the Assignment of Mortgage was recorded in the Recorder's Office on January 22, 2013 as Document No. 1302222014; 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, subject to the terms and conditions of this Assignment ; and

WHEREAS, 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 Rents, and the Assignment of Mortgage 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. 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

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the Redevelopment Agreement, the Regulatory Agreement, the Mortgage and the Assignment of Rents. (Collectively, the Note, the Redevelopment Agreement, the 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. The 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. 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.”

6. 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 Chicago Title Land Trust shall execute and deliver a reconveyance trustee’s deed in favor of such Participating Entity, and the Participating Entity shall, concurrently with such conveyance, execute and deliver separate reconveyance deeds for the NSP Property conveying such NSP Property both (i) to HUD, and, in the alternative, (ii) to MPS LLC.”

7. Section 8 of the Redevelopment Agreement is hereby amended by deleting the first sentence in its entirety and replacing it with the following: “The Developer shall commence the Required Work for the NSP Property promptly upon acquiring title to such property and obtaining a permit and shall thereafter diligently proceed to complete such Required Work and lease all units in the building within eighteen (18) months of such acquisition date (this requirement shall not apply to MPS LLC with respect to the NSP Property that is to be conveyed to a Participating Entity for rehabilitation or construction).”

8. 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: 1337 Central Park Development LLC; 19W551 Country Lane, Lombard, Illinois 60148; Attention: Karry L. Young, with a copy to Thomas M. Breen, Attorney at Law; 619 South Addison Road; Addison, Illinois 60101; Attention: Thomas Breen.”

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9. 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.

10. Exhibit D to the Redevelopment Agreement is hereby deleted in its entirety and new Exhibit D, attached hereto as Exhibit B and made a part hereof, is substituted in its place.

11. Exhibit E to the Redevelopment Agreement is hereby deleted in its entirety and new Exhibit E, attached hereto as Exhibit C and made a part hereof, is substituted in its place.

12. The seventh "Whereas Clause" of the Regulatory Agreement is hereby amended by inserting before the words "NSP Property" the words "Property or."

13. The eighth "Whereas Clause" of the Regulatory Agreement is hereby deleted in its entirety and replaced with the following: "Whereas HUD originally conveyed the Property to the City by special warranty deed, as amended and restated (the "HUD Deed"), subject to certain deed restrictions governing rehabilitation, affordability and tenancy to be imposed by HUD upon the City and its successors in title to the Property (the "HUD Deed Restrictions")."

14. The definition of "HUD Restrictions" in Section 1 of the Regulatory Agreement is hereby deleted in its entirety and replaced with the following: "HUD Restrictions" shall mean the HUD Deed Restrictions set forth in Exhibit C attached hereto and hereby made a part hereof, which restrictions constitute covenants running with the land, binding on the Borrower and its successors and assigns for the benefit and in favor of HUD and enforceable by HUD."

15. The definition of "Completion" in Section 1 of the Regulatory Agreement is hereby amended by inserting after the words "the Drawings" the following: "the requirements set forth in the Community Investment Corporation loan documents."

16. The definition of "Completion Date" in Section 1 of the Amended Regulatory Agreement is hereby amended by inserting after the words "the Drawings" the following: "the requirements set forth in the Community Investment Corporation loan documents."

17. Exhibit B to the Regulatory Agreement is hereby deleted in its entirety and new Exhibit B, attached hereto as Exhibit D and made a part hereof, is substituted in its place.

18. Exhibit D to the Regulatory Agreement is hereby deleted in its entirety and new Exhibit D, attached hereto as Exhibit E and made a part hereof, is substituted in its place.

19. Exhibit E to the Regulatory Agreement is hereby amended as follows: Each reference to "MPS Community I, LLC" is hereby deleted and replaced with "1337 Central Park Development LLC."

20. Exhibit G to the Regulatory Agreement is hereby amended by inserting the following: "Electricity, Cooking Gas, and Heat."

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21. Section 10 of the Mortgage is hereby amended by deleting section (vi) and replacing it with the words “[intentionally omitted]”.

22. Section 36 of the Mortgage is hereby amended by deleting the reference to “\$6,160,196” and replacing it with “\$6,833,016.”

23. The Mortgage is hereby amended by adding the following language:

“(39) **Subordination.** 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.”

24. Exhibit B to the Mortgage is hereby deleted in its entirety and new Exhibit B, attached as Exhibit F to this Assignment and made a part hereof, is substituted in its place.

25. The Note is hereby amended by deleting all references to “\$3,080,098” and replacing each such reference with “\$3,416,508.”

26. The Note is hereby further amended by deleting the repayment 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),), in the amount of \$500,000, or such lesser amount as reflects the actual amount of the Senior Permanent Loan, the outstanding principal balance of the Note shall be reduced by such amount. The remaining principal balance (less developer equity in the amount of \$100,000) of \$2,816,508 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.”

27. The Assignment of Rents is hereby amended by deleting the reference to “\$3,080,098” in the second paragraph and replacing it with “\$3,416,508.”

28. The Assignment of Mortgage is hereby amended by deleting all references to “\$3,080,098” and replacing them with “\$3,416,508.”

29. The Parties 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 Community Investment Corporation, an Illinois not-for-profit corporation (“CIC”) to the Assignee in connection with the Project.

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30. The City or MPS 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.

31. This Assignment applies to and binds the Parties and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Property.

32. This Assignment shall be governed as to performance and interpretation in accordance with the internal laws of the State of Illinois.

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

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

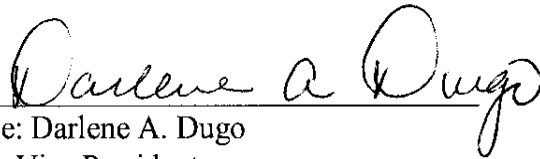
35. This document may be executed in counterparts, which, when taken together, shall constitute one original document.

(SIGNATURE PAGE FOLLOWS)

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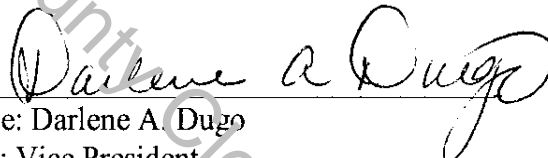
IN WITNESS WHEREOF, the undersigned have executed this Assignment, Assumption and Amendment of Documents as of the day and year first above stated.

Mercy Portfolio Services, a Colorado non-profit corporation

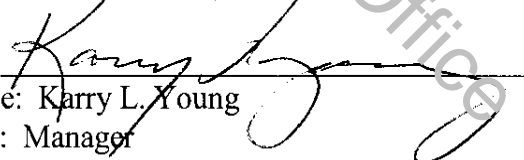
By: 
Name: Darlene A. Dugo
Title: Vice President

MPS Community I, LLC, an Illinois limited liability company

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

By: 
Name: Darlene A. Dugo
Title: Vice President

1337 Central Park Development LLC, an Illinois limited liability company

By: 
Name: Karry L. Young
Title: Manager

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

By: _____
Name: Andrew J. Mooney
Title: Commissioner

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

Mercy Portfolio Services, a Colorado non-profit corporation

By: _____
Name: Darlene A. Dugo
Title: Vice President

MPS Community I, LLC, an Illinois limited liability company

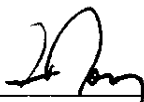
By: Mercy Portfolio Services, a Colorado non-profit corporation and its sole member

By: _____
Name: Darlene A. Dugo
Title: Vice President

1337 Central Park Development LLC, an Illinois limited liability company

By: _____
Name: Karry L. Young
Title: Manager

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

By:  _____
Name: Andrew J. Mooney
Title: Commissioner

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Chicago Title Land Trust Company,
 not personally but as trustee under that
 certain Trust Agreement dated October 2, 2012,
 and known as Trust Number 8002360368

By: *Harriet Denisevicz*
 Name: Harriet Denisevicz
 Title: Trust Officer

Property of Cook County Clerk's Office

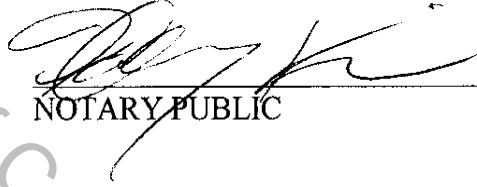
This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally assumed by or shall at any time be asserted 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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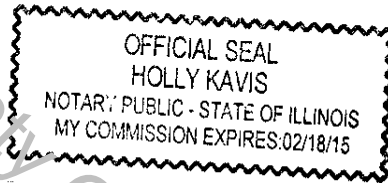
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Holly Kavis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Darlene A. Dugo, 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 24th day of January, 2013.



NOTARY PUBLIC



Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Holly Kavis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Darlene A. Dugo, 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 24th day of January, 2013.



NOTARY PUBLIC



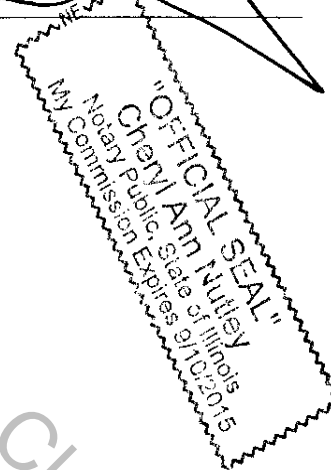
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, *[Signature]*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Karry L. Young, personally known to me to be the Manager of 1337 Central Park Development 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 24th day of January, 2013.

[Signature]
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, CARY STEINBUCK, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew J. Mooney, personally known to me to be the Commissioner 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 Commissioner, 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 deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 24th day of January, 2013.



NOTARY PUBLIC

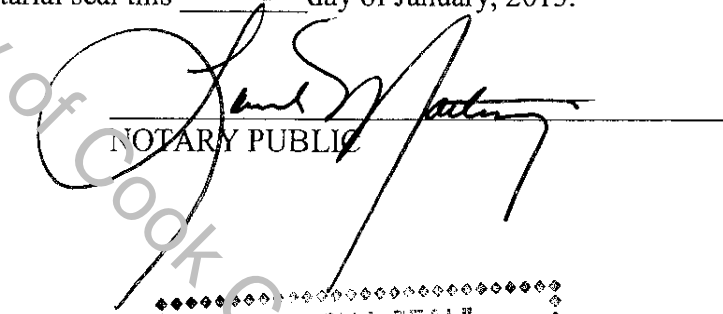


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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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 Trust Officer 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, she signed and delivered the foregoing instrument pursuant to authority given by said company as her free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 24th day of January, 2013.



NOTARY PUBLIC

"OFFICIAL SEAL"
LOUISIANA DENISEWICZ
Notary Public, State of Illinois
My Comm. Expires 01/01/2015

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EXHIBIT A

(NEW EXHIBIT A TO REDEVELOPMENT AGREEMENT)

NSP PROPERTY INFORMATION

Legal Description of Land: LOTS 25, 26 AND THE WEST ½ OF LOT 27 IN BLOCK 5 IN GOODWINS SUBDIVISION OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SEC 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address: 1337-45 South Central Park Avenue / 3556 West Douglas Boulevard

PERMANENT INDEX NUMBER: 16-23-208-014-0000

Existing Improvements on the Land: 21-UNIT RESIDENTIAL BUILDING

NSP Acquisition Price: \$1

NSP Acquisition Loan Amount for acquisition and holding costs: \$194,501

NSP Redevelopment Cost: \$3,222,007

NSP Loan Amount: \$3,416,508

Permitted Developer's Fee: \$319,298

NSP Total Development Cost: \$3,416,508

Developer Equity: \$100,000

Senior Construction Loan: \$3,222,007

Senior Permanent Loan: \$500,000

Senior Lender: Community Investment Corporation ("CIC")

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

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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 the 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.

Junior Lender: None.

Junior Loan Documents: None.

Repayment Terms:

Upon the making of the Senior Permanent Loan, in the amount of \$500,000, or such lesser amount as reflects the actual amount of the Senior Permanent Loan, the outstanding principal balance of the Note shall be reduced by such amount. The remaining principal balance (less developer equity in the amount of \$100,000) of \$2,816,508 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 Maturity Date shall also mean such earlier date as of which the principal of the NSP Loan may become due and payable because of acceleration or prepayment as provided in any of the Loan Documents.

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EXHIBIT B

(NEW EXHIBIT D TO REDEVELOPMENT AGREEMENT)

APPROVED BUDGET

[SEE ATTACHMENTS]

(final term sheet and final owner's sworn statement)

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MPS-NSP Term Sheet Multi-Family

1337-45 S Central Park
21u Residential + NO Commercial
1337 Central Park Development LLC
Land Trust: Yes

Approval by Developer,
1337 Central Park Development LLC

Approval by City of Chicago,
Dept. of Housing & Economic Development

X 

Work to be performed (Rehab or new Construction)

1	1.00	Conf.
	194,500.00	Conf.
2	194,501.00	Conf.
3	3,222,007.00	Conf.
4	319,238.00	Conf.
5	3,416,508.00	Conf.
6	3,416,508.00	Conf.
	500,000.00	Conf.
		Conf.

"NSP Acquisition Price"
Plus: holding costs
= "NSP Acquisition Loan Amount" (NSP Acquisition Price" plus holding costs)
"NSP Redevelopment Cost" (Lender rehab loan amount, incl. dev. fee). P. Est. = Per CIC Prelim. Loan Review. Est. = Per 1/17/12 Loan Commit. Conf. = Per 1/27/12 DRAFT OSS
CIC
18
Rehab Lender
Rehab Loan Term (Months)
Amortization Period (Years)
Rehab Loan Interest Rate (Prime + 300 bp)
Int. Only
5.250%
"Permitted Developer Fee". Payment as follows: 25% Less Performance Deposit at CIC Loan Closing, 25% at Substantive Completion, 50% plus Performance Deposit upon CIC Perm Loan Conversion
"NSP Loan Amount" (this is the same as "NSP Total Development Cost")
"NSP Total Development Cost" (Sum of "NSP Acquisition Loan Amount" and "NSP Redevelopment Cost")
Less: Lender permanent loan amount

Permanent Lender
Permanent Loan Term (Years)
Amortization Period (Years)
Permanent Loan Interest Rate (3 Yr ARM)
5.500%
Less: Developer Equity
= Amount to remain outstanding and forgiven over term
Affordability Restriction
Income Qualified AND Rent Restricted at 50% AMI, AND otherwise restricted per Regulatory Agreement
Income Qualified initially at 80% AMI and upon unit turnover up to 120% AMI, AND other wise restricted per Regulatory Agreement

12m	1m
18,500	1,547
8,000	66
NA	1,000
NA	1,000
	12,625
Total	

INITIAL OCCUPANCY AMI RENTS & INCOME RESTRICTIONS

Rent and Utility Confirmation by Developer:	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
	Unit SF Range	Unit Awa. SE	# units	50% AMI	80% AMI	D. Est. Rents	Utilities	Landlord Pd.	Tenant Pd.
1 Bld/LH	742	742	1	621	NA	621 Elec			X
2 Bld/LH	785-961	865	9	748	NA	748 Cooking Gas			X
2 Bld/LMMI	785-1095	882	4	NA	1,260	853 Heat (Gas)			X
3 Bld/LH	934-1300	1,180	4	863	NA	863 Water		X	
3 Bld/LMMI	934-1376	1,195	3	NA	1,456	1,049			

ONGOING AFFORDABILITY RESTRICTIONS UPON TURNOVER OF UNITS AMI RENTS AND INCOME

Rent and Utility Confirmation by Developer:	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
	Unit SF Range	Unit Awa. SE	# units	50% AMI	120% AMI	D. Est. Rents	Utilities	Landlord Pd.	Tenant Pd.
1 Bld/LH	742	742	1	621	NA	621 Elec			X
2 Bld/LH	785-961	865	9	748	NA	748 Cooking Gas			X
2 Bld/LMMI	785-1095	882	4	NA	1,941	853 Heat (Gas)			X
3 Bld/LH	934-1300	1,180	4	863	NA	863 Water		X	
3 Bld/LMMI	934-1376	1,195	3	NA	2,243	1,049			

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**MPS-NSP Term Sheet
Multi-Family**

1337-45 S Central Park
21u Residential + NO Commercial
1337 Central Park Development LLC
Land Trust: Yes

Approval by Developer,
1337 Central Park Development LLC

Approval by City of Chicago,
Dept. of Housing & Economic Development

X

Work to be performed (Rehab or new Construction)

1	1.00	Cont.
2	184,500.00	Cont.
3	184,501.00	Cont.
	3,416,506.00	Cont.

319287.54
319285
306234

"NSP Acquisition Price"
Plus: holding costs
"NSP Acquisition Loan Amount" (NSP Acquisition Price) plus holding costs
"NSP Redevelopment Cost" (Lender made loan amount, incl. dev. fee), P. Est. = Per CIC Prelim. Loan Review, Est. = Per 1/17/12 per 100% limit, Cont. = Per 1/27/12 DRAFT CGS

4	319,258.00	Cont.
5	3,416,506.00	Cont.
6	3,416,506.00	Cont.
	500,000.00	Cont.

Rehab Loan Term (Months)
18
Int. Only
8.250%
"Permitted Developer Fee": Payment as follows: 25% Lease Performance Deposit at CIC Loan Closing, 25% at Substantial Completion, 50% plus Performance Deposit upon CIC Perm Loan Completion
"NSP Loan Amount" (this is the same as "NSP Total Development Cost")
"NSP Total Development Cost" (Sum of "NSP Acquisition Loan Amount" and "NSP Redevelopment Cost")
Less: Lender permanent loan amount

	100,000.00	Cont.
	2,816,506.00	Cont.

CIC Permanent Landlord
20
Permanent Loan Term (Years)
25
Amortization Period (Years)
\$5.500%
Permanent Loan Interest Rate (3 Yr ARM)
Less: Developer Equity
= Amount to remain outstanding and forgiven over term
"NSP Acquisition Loan Amount" (NSP Acquisition Price) plus holding costs
"NSP Redevelopment Cost" (Lender made loan amount, incl. dev. fee), P. Est. = Per CIC Prelim. Loan Review, Est. = Per 1/17/12 per 100% limit, Cont. = Per 1/27/12 DRAFT CGS

	14
	7
	21

Income Qualified AND Not Restricted at 50% AMI, AND otherwise restricted per Regulatory Agreement
Income Qualified Initially at 80% AMI and upon unit turnover up to 120% AMI, AND otherwise restricted per Regulatory Agreement

INITIAL OCCUPANCY AMI RENTS & INCOME RESTRICTIONS										
Unit #	Column A Unit SF Range	Column B Unit Area, SF	Column C Units	Column D 50% AMI	Column E 80% AMI	Column F D. Est. (Rent)	Column G Utilities	Column H Landlord Pd.	Column I Tenant Pd.	Column J Total Pd.
1	742-841	742	1	621	NA	821	821	821	X	X
2	842-941	842	1	748	NA	748	748	748	X	X
3	942-1041	842	1	NA	1,250	853	853	853	X	X
4	1042-1141	1,180	1	843	NA	853	853	853	X	X
5	1142-1241	1,105	1	NA	1,458	1,049	1,049	1,049	X	X

	12M	1M
Perform. Dep.	1,542	1,542
Real Estate Tax	8,000	4,625
Insurance	NA	2,000
Utilities	1,100	3,000
Prod. Maint.	NA	1,000
Total	12,625	12,625

ONGOING AFFORDABILITY RESTRICTIONS UPON TURNOVER OF UNITS AMI RENTS AND INCOME
Rent and Utility Conditions by Developer:
Column A
Unit SF Range
742-841
842-941
942-1041
1042-1141
1142-1241
Column B
Unit Area, SF
742
842
842
1,100
1,185
Column C
Units
1
1
1
1
1
Column D
50% AMI
621
748
NA
843
NA
Column E
80% AMI
NA
NA
NA
NA
1,458
Column F
D. Est. (Rent)
821
748
1,250
853
1,049
Column G
Utilities
821
748
853
853
1,049
Column H
Landlord Pd.
821
748
853
853
1,049
Column I
Tenant Pd.
821
748
853
853
1,049
Column J
Total Pd.
1,642
1,496
2,103
1,706
2,098

13,000.00 Cont.

Prepared by: Jonath Hess

MPS-NSP Property Finance Summary, 1337-45 S Central Park, 012313 (5)

1/24/2013 8:59 AM

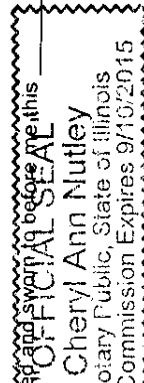
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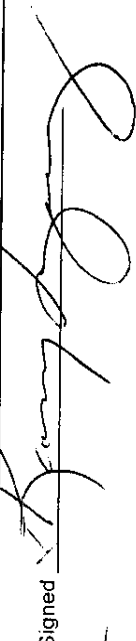
STATE OF ILLINOIS
 COUNTY OF COOK
 LOAN NO.:
 GUARANTEE NO.:
 ESCROW NO.:
 Draw-
 1/24/2013

The Affiant 1337 CENTRAL Park Development LLC duly sworn on oath deposes and says that he/she is the () owner (X) beneficiary of Trust No. held by CHICAGO TITLE LAND TRUST COMPANY in Chicago, Illinois, which is the owner of the following described premises in Cook County, Illinois, to wit: 1337 So CENTRAL PARK, Chicago, Illinois 60623

Vendor	Type of Work	Adjusted Contract	PrevPaid	This Payment	Balance Due
1 Kary L Young Development LLC	Construction	2,168,998.00	-	-	2,168,998.00
2 1337 Central Park Development LLC	Contingency	216,900.00	-	-	216,900.00
3 Community Investment Corporation	Loan Fee (\$15,000.00 total)	7,200.00	-	7,200.00	-
4 1337 Central Park Development LLC	LOAN FEE (REIMBURSEMENT)	7,800.00	-	7,800.00	-
5 MERCY PORTFOLIO	Purchase	-	-	-	-
6 Community Investment Corporation	Construction Interest (18 mo) 6.25%	39,844.00	-	39,844.00	-
7 Community Investment Corporation	Construction Fee	16,367.00	-	16,367.00	-
8 1337 Central Park Development LLC	Application Fee	300.00	-	300.00	-
9 Community Investment Corporation	Wage Contingency	108,450.00	-	-	108,450.00
10 Community Investment Corporation	Tax & Insurance Escrow	65,494.00	-	65,494.00	-
11 1337 Central Park Development LLC	MAI (appraisal)	1,500.00	-	1,500.00	-
12 Community Investment Corporation	WIRE FEE	9.00	-	9.00	-
13 1337 Central Park Development LLC	PROPERTY & LIABILITY INSURANCE	19,216.00	-	19,216.00	-
14 TOM BREEN	Owner Legal	20,000.00	-	20,000.00	-
15 1337 CENTRAL Park Development LLC	Security Construction	24,000.00	-	-	24,000.00
16 Community Investment Corporation	Survey	2,500.00	-	2,500.00	-
17 Chicago Title and Trust Company	Title and Recording	4,900.00	-	4,900.00	-
18 1337 CENTRAL Park Development LLC	Leasing Budget	22,000.00	-	-	22,000.00
19 1337 Central Park Development LLC	Performance Dep	13,000.00	-	-	13,000.00
20 K-2 STUDIOS	AIA Architect	97,605.00	-	97,605.00	-
21 1337 Central Park Development LLC	AIA Architect Reimbursement	-	-	-	-
22 1337 Central Park Development LLC	Permits Fees	25,000.00	-	-	25,000.00
23 1337 CENTRAL Park Development LLC	Developer Fee	306,298.00	-	66,825.00	239,473.00
24 RL Young Construction Inc.	Lead Paint Abatement/Clearance	9,800.00	-	4,200.00	5,600.00
25 1337 CENTRAL Park Development LLC	Operating Deposit	46,650.00	-	-	46,650.00
TOTALS		3,223,831.00	-	353,760.00	2,870,071.00

Subscribed and sworn to before me this 24 day of Jan, 2013


 Cheryl Ann Nutley
 Notary Public, State of Illinois
 My Commission Expires 9/10/2015

Signed 
 Address: _____

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EXHIBIT C

(NEW EXHIBIT E TO REDEVELOPMENT AGREEMENT)

CONSTRUCTION SCHEDULE

[SEE ATTACHMENT]

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1337 S. CENTRAL PARK

CONSTRUCTION SCHEDULE / BY MONTH

WORK	1	2	3	4	5	6	7	8	9	10	11	12
DEMO												
MASONRY												
EXTERIOR CARP												
INTERIOR ROUGH												
WINDOWS												
INTERIOR DOORS												
WOOD FLOORS												
DOORS / LOBBIES												
FENCING												
LANDSCAPE												
CONC / RAMPS												
FLATWORK												
ROOFING												
INSULATION												
DRYWALL												
INTERIOR TRIM												
INTERIOR PAINT												
EXTERIOR PAINT												
C-TILE												
CARPET												
CABINETS / TOPS												
PLUMBING / ROUGH												
TRIM												
ELECTRIC / ROUGH												
TRIM												
HVAC / ROUGH												
EQUIP												
TRIM												
WATER SERVICE / PUMP												
SEWER												
PUNCH LIST												
OCC - CERT												
PAYOUT												
REVIEWS												

Property of Cook County Clerk's Office

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1337 CENTRAL PARK - APARTMENT SUMMARY

APARTMENT NUMBERS	FLOOR	# OF UNITS	# OF BEDRMS	# OF BATHS	SQUARE FEET	NOTES
101	1ST	1	1	1	742	
**102 (HAC - HANDICAP ACCESS)	1ST	1	2	1	822	
**103 (HAC - HANDICAP ACCESS)	1ST	1	3	2	1218	
105	1ST	1	3	2	1175	
106	1ST	1	2	1	818	
107	1ST	1	3	2	1314	
201	2ND	1	2	1	765	
202	2ND	1	2	1	861	
203	2ND	1	3	2	1376	
305	3RD	1	3	2	1570	
306	3RD	1	2	1	868	
307	3RD	1	3	1	894	
301	3RD	1	2	1	785	
302	3RD	1	2	1	867	
303	3RD	1	2	1	859	
304	3RD	1	2	1	812	
305	3RD	1	2	1	812	
306	3RD	1	2	1	843	
307	3RD	1	3	1	1314	
4**104 (HAC - HANDICAP ACCESS)	BSMT	1	2	2	1115	
**102 (HAC - HANDICAP ACCESS)	BSMT	1	3	2	1312	
TOTAL UNITS: 45						
APARTMENT SUMMARY						
ACCESSIBLE APARTMENTS						
(3) 1 BEDROOM - 1 BATH (2) 2 BEDROOM - 2 BATH (1) 2 BEDROOM - 1 BATH (1) 2 BEDROOM - 2 BATH (1) 1 BEDROOM - 1 BATH 21 UNITS TOTAL						
(3) 1 BEDROOM - 1 BATH (2) 2 BEDROOM - 2 BATH (1) 2 BEDROOM - 1 BATH (1) 2 BEDROOM - 2 BATH (1) 1 BEDROOM - 1 BATH 21 UNITS TOTAL						EVERY APARTMENT ON EACH LEVEL HAS 2 BATHS ** DENOTES HANDICAP ACCESSIBLE UNIT (3) DENOTES HEARING AND VISUAL IMPAIRED UNIT

BUILDING AREA CALCULATION

BASEMENT - 4,390 SF	TOTAL SQUARE FEET - 17,654 SF
FIRST FLOOR - 4,390 SF	
SECOND FLOOR - 4,438 SF	
THIRD FLOOR - 4,436 SF	

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EXHIBIT D

(NEW EXHIBIT B TO REGULATORY AGREEMENT)

I. ADDITIONAL DEFINITIONS

"Davis-Bacon Act" shall mean 40 U.S.C. 276a et seq., as the same may be restated, modified or amended from time to time.

"Housing Act Section 3" shall mean Section 3 of the Housing and Urban Development Act of 1968 12 U.S.C. Section 1701u.

"HUD Restrictions Termination Date" shall mean the twentieth anniversary of the Completion Date.

"Illinois Prevailing Wage Act" shall mean 820 ILCS 130 et seq., as the same may be restated, modified or amended from time to time.

"Low-Income Project" shall mean the 14 units in the Project financed with NSP Funds and required to be occupied by Very Low-Income Families.

"NSP Funds" shall mean a loan from Mercy to the Borrower in the principal amount of \$3,416,508 for financing a portion of the costs of the acquisition and rehabilitation of the Project.

"Project" shall mean the one building located at 1337-45 South Central Park Avenue / 3556 West Douglas Boulevard, Chicago, Illinois, and which shall contain, as of the completion of the acquisition and rehabilitation thereof, 21 multi-family residential dwelling units.

"Section 3 Regulations" shall mean 24 C.F.R. Part 135, and such additional regulations, orders, rulings, interpretations and directives in connection with Housing Act Section 3 as may be promulgated or issued by HUD from time to time.

"Senior Lender" shall mean: Community Investment Corporation ("CIC").

"Senior Loan" shall mean: Collectively, that certain senior construction loan and senior permanent loan from CIC to the Participating Entity.

"Senior Mortgage" shall mean: 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.

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II. ADDITIONAL REPRESENTATIONS AND COVENANTS OF BORROWER.

1. 100 percent of the units in the Low-Income Project shall be occupied by Very-Low Income Families.
100 percent of the units in the Project shall be occupied by Eligible-Income Families, upon initial occupancy.

2. (a) The Project shall consist of the following unit configuration, upon initial occupancy:

<u>Number of Bedrooms</u>	<u>Number of Units</u>	<u>Initial Rents</u>
1/unit	1	\$621
2/unit	13	\$748-\$853
3/unit	7	\$863-\$1,049

(b) The Low-Income Project shall consist initially of the following unit configuration for Very Low-Income Families:

<u>Number of Bedrooms</u>	<u>Number of Units</u>	<u>Initial Rents</u>
1/unit	1	\$621
2/unit	9	\$748
3/unit	4	\$863

(c) The Project shall consist of the following square footage:

<u>Unit Size</u>	<u>Square Footage Range</u>	<u>Average Square Footage</u>
1Bdrm Unit	742	742
2 Bdrm Unit	785-1,095	865-882
3Bdrm Unit	934-1,376	1,180-1,195

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(d) The Low-Income Project shall consist of the following square footage

<u>Unit Size</u>	<u>Square Footage Range</u>	<u>Average Square Footage</u>
1 Bdrm Unit	742	742
2 Bdrm Unit	785-961	865
3 Bdrm Unit	934-1,300	1,180

3. Wage Rates. The Project shall comply with the Illinois Prevailing Wage Act and the Davis-Bacon Act, as applicable. Mercy shall provide the applicable wage determination to the Borrower prior to commencement of the Required Work.

4. The Project shall be acquired and rehabilitated in accordance with the Construction Schedule, and an Approved Budget, as required in the Redevelopment Agreement, and any change orders to be hereafter approved by Mercy and the City.

5. For purposes of Section 12, the Borrower's address shall be:

1337 Central Park Development LLC
19W551 Country Lane
Lombard, IL 60148
Attention: Karry L. Young

6. (a) The work to be performed in connection with the Project is subject to the requirements of Housing Act Section 3. The purpose of Housing Act Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Housing Act Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income individuals, particularly individuals who are recipients of HUD assistance for housing.

(b) The Borrower hereby agrees to comply with the Section 3 Regulations in connection with the Project. As evidenced by its execution of this Regulatory Agreement, the Borrower hereby certifies that it is under no contractual or other impediment that would prevent the Borrower from complying with the Section 3 Regulations in connection with the Project.

(c) The Borrower hereby agrees to (1) send to each labor organization or representative of workers with which the Borrower has a collective bargaining agreement or other understanding, if any, and which concerns workers whose positions are subject to compliance with the Section 3 Regulations in connection with the Project, a notice advising the labor organization or workers' representative of the Borrower's commitments under this Section, and (2) post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Housing Act Section 3 preference and shall set forth: (i) the minimum number of jobs and job titles subject to hire, the availability of apprenticeship and training positions, and the qualifications for each; (ii) the

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name and location of the Person(s) taking applications for each of the positions; and (iii) the anticipated date the work shall begin.

(d) The Borrower hereby agrees to (1) include the language contained in this Section in every contract entered into by the Borrower in connection with the Project and subject to compliance with the Section 3 Regulations, including the Construction Contract, and (2) take appropriate action, as provided in an applicable provision of such contract or in this Section, upon a finding that any Person with whom the Borrower contracts, including the General Contractor, is in violation of the Section 3 Regulations. The Borrower covenants and agrees that the Borrower shall not contract with any Person in connection with the Project where the Borrower has notice or knowledge that such Person has been found in violation of the Section 3 Regulations.

(e) The Borrower agrees to cause the General Contractor to (1) include the language contained in this Section in every subcontract subject to compliance with the Section 3 Regulations, and (2) take appropriate action, as provided in an applicable provision of such Subcontract or in this Section, upon a finding that any subcontractor with whom the General Contractor contracts is in violation of the Section 3 Regulations. The Borrower shall cause the General Contractor to agree that the General Contractor shall not subcontract with any Person where the General Contractor has notice or knowledge that such Person has been found in violation of the Section 3 Regulations.

(f) The Borrower hereby certifies that any vacant employment positions in connection with the Project, including training positions, that were filled prior to the Closing Date and with Persons other than those to whom the Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Borrower's obligations under the Section 3 Regulations.

(g) Noncompliance with the Section 3 Regulations may result in sanctions, including, but not limited to, the declaration by Mercy and/or the City of an event of default under the Documents and the exercise by Mercy and/or the City of its remedies hereunder, as well as debarment or suspension from future HUD-assisted contracts.

(h) The Borrower acknowledges receipt from Mercy of a copy of the City of Chicago Section 3 Compliance Plan booklet (the "Booklet"). The Borrower agrees to complete or cause to be completed, as applicable, those forms contained in the Booklet as requested by Mercy or the City and to submit such forms Mercy or to the City promptly upon Mercy or the City's request. The Borrower hereby represents and warrants to Mercy and the City that all such forms heretofore submitted by or on behalf of the Borrower are true and correct. The Borrower hereby covenants to Mercy and the City that all such forms hereafter submitted by the Borrower shall be true and correct, and that work on the Project shall be carried out in accordance with the existing employee list (with respect to number of employees and job classifications only), hiring plan, training plan, contracting plan and compliance effort narrative, as applicable, as submitted by the Borrower to Mercy and the City, unless otherwise agreed to in writing by Mercy and/or the City.

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EXHIBIT E

(NEW EXHIBIT C TO REGULATORY AGREEMENT)

USE OF NSP FUNDS [SEE ATTACHMENTS]

Acquisition and rehabilitation of the Property in accordance with final plans and specifications to be approved by Mercy and the City as the Required Work under the Redevelopment Agreement, the Construction Schedule and the Approved Budget.

Property of Cook County Clerk's Office

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MPS-NSP Term Sheet Multi-Family

1337-45 S Central Park
21u Residential + NO Commercial
1337 Central Park Development LLC
Land Trust: Yes

Approval by Developer,
1337 Central Park Development LLC

Approval by City of Chicago,
Dept. of Housing & Economic Development

Work to be performed (Rehab or new Construction)

1 1.00 Conf.
194,500.00 Conf.
2 194,501.00 Conf.
3 3,222,007.00 Conf.

4 319,258.00 Conf.
5 3,416,508.00 Conf.
6 3,416,508.00 Conf.
500,000.00 Conf.

"NSP Acquisition Price"
Plus: holding costs
= "NSP Acquisition Loan Amount" (NSP Acquisition Price" plus holding costs)
"NSP Redevelopment Cost" (Lender rehab loan amount, incl. dev. fee). P. Est. = Per CIC Prelim. Loan Review, Est. = Per 1/17/12 Loan Comm. Conf. = Per 1/27/12 DRAFT OSS
CIC
18
Rehab Loan Term (Months)
Int. Only
Amortization Period (Years)
6.250%
Rehab Loan Interest Rate (Prime + 300 bp)
"Permitted Developer Fee". Payment as follows: 25% Less Performance Deposit at CIC Loan Closing, 25% at Substantial Completion, 50% plus Performance Deposit upon CIC Perm Loan Conversion
"NSP Loan Amount" (this is the same as "NSP Total Development Cost")
"NSP Total Development Cost" (Sum of "NSP Acquisition Loan Amount" and "NSP Redevelopment Cost")
Less: Lender permanent loan amount

Permanent Lender
CIC
20
Permanent Loan Term (Years)
25
Amortization Period (Years)
5.500%
Permanent Loan Interest Rate (3 Yr ARM)
Less: Developer/Equity
= Amount to remain outstanding and forgiven over term
"Affordability Restricted"
= Amount to remain outstanding and forgiven over term
Income Qualified AND Rent Restricted at 50% AMI, AND otherwise restricted per Regulatory Agreement
Income Qualified Initially at 80% AMI and upon unit turnover up to 120% AMI, AND otherwise restricted per Regulatory Agreement

14
7
21
12m
18,500
8,000
NA
NA
1,000
3,000
3,000
12,625
13,000.00 Conf.

Perform. Dep.
Real Estate Tax
Insurance
Utilities
Prop Maint
Total

INITIAL OCCUPANCY AMI RENTS & INCOME RESTRICTIONS

Rent and Utility Confirmation by Developer:		Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
Unit SF Range	Unit Avg. SF	Unit SF Range	Unit Avg. SF	# units	50% AMI	80% AMI	D. Est. Rents	Utilities	Landlord Pd.	Tenant Pd.
1 Bdr/LH	742	742	742	1	621	NA	621	Elec		X
2 Bdr/LH	865	785-961	865	9	748	NA	748	Cooking Gas		X
2 Bdr/LMH	882	785-1095	882	4	NA	1,260	853	Heat (Gas)		X
3 Bdr/LH	1,180	934-1300	1,180	4	863	NA	863	Water	X	
3 Bdr/LMH	1,195	934-1376	1,195	3	NA	1,456	1,049			

ONGOING AFFORDABILITY RESTRICTIONS UPON TURNOVER OF UNITS AMI RENTS AND INCOME

Rent and Utility Confirmation by Developer:		Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
Unit SF Range	Unit Avg. SF	Unit SF Range	Unit Avg. SF	# units	50% AMI	120% AMI	D. Est. Rents	Utilities	Landlord Pd.	Tenant Pd.
1 Bdr/LH	742	742	742	1	621	NA	621	Elec		X
2 Bdr/LH	865	785-961	865	9	748	NA	748	Cooking Gas		X
2 Bdr/LMH	882	785-1095	882	4	NA	1,941	853	Heat (Gas)		X
3 Bdr/LH	1,180	934-1300	1,180	4	863	NA	863	Water	X	
3 Bdr/LMH	1,195	934-1376	1,195	3	NA	2,243	1,049			

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MPS-NSP Term Sheet Multi-Family

1337-45 S Central Park
214 Residential + NO Commercial
1337 Central Park Development LLC
Land Trust: Yes

Approval by Developer,
1337 Central Park Development LLC

Approval by City of Chicago,
Dept. of Housing & Economic Development

X

Work to be performed (Rehab on new construction)

1	1.00	Cont.
2	194,500.00	Cont.
3	194,501.00	Cont.
	3,222,007.00	Cont.

319287.99
319287.99
319287.99
319287.99

"NSP Acquisition Price"
Plus: Holding costs
= "NSP Acquisition Loan Amount" (NSP Acquisition Price plus holding costs)

"NSP Redevelopment Cost" (Lender "hold" loan amount, incl. dev. fee). P. Est. = Per CIC Profit, Loan Review, Est. = Per 1/17/12 Loan Commit. Conf. = Per 1/27/12 DRAFT OBS

"NSP Loan Amount" (This is the same as "NSP Total Development Cost")

"NSP Total Development Cost" (Sum of "NSP Acquisition Loan Amount" and "NSP Redevelopment Cost")

Less: Lender permanent loan amount

4	319,298.00	Cont.
5	3,416,508.00	Cont.
6	3,416,508.00	Cont.
	590,000.00	Cont.

Cont.

Cont.

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Cont.

Unit #	INITIAL OCCUPANCY AMT RENTS & INCOME RESTRICTIONS									
	Column A Unit SE Basis	Column B Unit Ave. SE	Column C # Units	Column D SE% AMI	Column E SE% AMI	Column F D. Est. Basis	Column G Utilities	Column H Landlord P&L	Column I Tenant P&L	Column J IMBBL P&L
1 BGLH	742	742	1	R21	NA	NA	R21	NA	NA	X
2 BGLH	745-861	865	1	744	NA	744	Elig	744	Cooking Gas	X
3 BGLH	785-1095	882	4	NA	1,289	853	Heat (Gas)	853	Heat (Gas)	X
3 BGLH	934-1309	1,116	4	863	NA	863	Water	863	Water	X
3 BGLH	934-1376	1,195	3	NA	1,658	1,658				

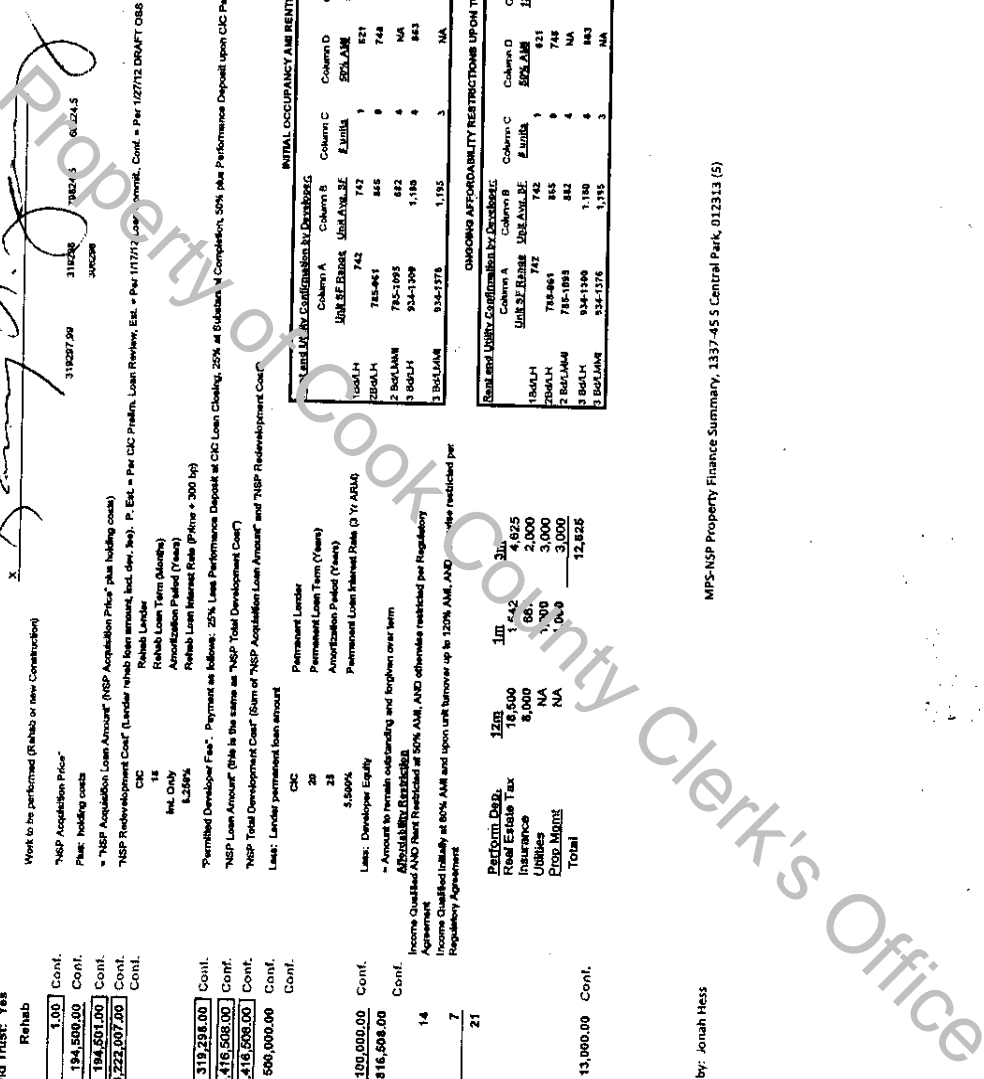
Unit #	ONGOING AFFORDABILITY RESTRICTIONS UPON TURNOVER OF UNITS AMT RENTS AND INCOME									
	Column A Unit SE Basis	Column B Unit Ave. SE	Column C # Units	Column D SE% AMI	Column E SE% AMI	Column F D. Est. Basis	Column G Utilities	Column H Landlord P&L	Column I Tenant P&L	Column J IMBBL P&L
1 BGLH	742	742	1	R21	NA	NA	R21	NA	NA	X
2 BGLH	745-861	865	1	744	NA	744	Elig	744	Cooking Gas	X
3 BGLH	785-1095	882	4	NA	1,091	853	Heat (Gas)	853	Heat (Gas)	X
3 BGLH	934-1309	1,190	4	863	NA	863	Water	863	Water	X
3 BGLH	934-1376	1,195	3	NA	2,243	2,243				

Permitted Developer Fee:	12m	11m
Final Existing Tax	16,500	3m
Insurance	4,625	
Utilities	86	
Equip. Maint.	NA	
Total	21,911	3m

Prepared by: Jonah Hess

MPS-NSP Property Finance Summary, 1337-45 S Central Park, 012313 (5)

1/24/2013 8:59 AM



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STATE OF ILLINOIS
 COUNTY OF COOK
 LOAN NO.:
 GUARANTEE NO.:
 ESCROW NO.:
 Draw-
 1/24/2013

The Affiant 1337 CENTRAL Park Development LLC duly sworn on oath deposes and says that he/she is the () owner (X) beneficiary of Trust No. held by CHICAGO TITLE LAND TRUST COMPANY in Chicago, Illinois, which is the owner of the following described premises in Cook County, Illinois, to wit: 1337 So CENTRAL PARK, Chicago, Illinois 60623

1. That he/she is thoroughly familiar with all the facts and circumstances concerning the premises described above;
2. That during the six months last past the only work done or materials furnished in connection with the mentioned premises are listed below;
3. That the only contracts let for the furnishing of future work or materials relative to the contemplated improvements are as listed below;
4. That this statement is a true and complete statement of all such contracts, previous payments, and balances due, if any.

Vendor	Type of Work	Adjusted Contract	PrevPaid	This Payment	Balance Due
1 Karry L Young Development LLC	Construction	2,168,998.00	-	-	2,168,998.00
2 1337 Central Park Development LLC	Contingency	216,900.00	-	-	216,900.00
3 Community Investment Corporation	Loan Fee (\$15,000.00 total)	7,200.00	-	7,200.00	-
4 1337 Central Park Development LLC	LOAN FEE (REIMBURSEMENT)	7,800.00	-	7,800.00	-
5 MERCY PORTFOLIO	Purchase	-	-	-	-
6 Community Investment Corporation	Construction Interest (18 mo)@6.25%	39,844.00	-	39,844.00	-
7 Community Investment Corporation	Construction Fee	16,367.00	-	16,367.00	-
8 1337 Central Park Development LLC	Application Fee	300.00	-	300.00	-
9 Community Investment Corporation	Wage Contingency	108,450.00	-	-	108,450.00
10 Community Investment Corporation	Tax & Insurance Escrow	55,494.00	-	65,494.00	-
11 1337 Central Park Development LLC	MAI (appraisal)	1,500.00	-	1,500.00	-
12 Community Investment Corporation	WIRE FEE	9.00	-	9.00	-
13 1337 Central Park Development LLC	PROPERTY & LIABILITY INSURANCE	19,216.00	-	19,216.00	-
14 TOM BREEN	Owner Legal	20,000.00	-	20,000.00	-
15 1337 CENTRAL Park Development LLC	Security Construction	24,000.00	-	-	24,000.00
16 Community Investment Corporation	Survey	2,500.00	-	2,500.00	-
17 Chicago Title and Trust Company	Title and Recording	4,900.00	-	4,900.00	-
18 1337 CENTRAL Park Development LLC	Leasing Budget	22,000.00	-	-	22,000.00
19 1337 Central Park Development LLC	Performance Dep	13,000.00	-	-	13,000.00
20 K-2 STUDIOS	AIA Architect	97,605.00	-	97,605.00	-
21 1337 Central Park Development LLC	AIA Architect Reimbursement	-	-	-	-
22 1337 Central Park Development LLC	Permits Fees	25,000.00	-	-	25,000.00
23 1337 CENTRAL Park Development LLC	Developer Fee	306,298.00	-	66,825.00	239,473.00
24 RL Young Construction Inc.	Lead Paint Abatement/Clearance	9,800.00	-	4,200.00	5,600.00
25 1337 CENTRAL Park Development LLC	Operating Deposit	46,650.00	-	-	46,650.00
TOTALS		3,223,831.00		353,760.00	2,870,071.00

Signed: 

24 day of Jan 2013
 Cheryll Ann Nutley
 Notary Public, State of Illinois
 My Commission Expires 9/10/2015

Address:

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1337 S. CENTRAL PARK

CONSTRUCTION SCHEDULE / BY MONTH

WORK	1	2	3	4	5	6	7	8	9	10	11	12
DEMO												
MASONRY												
EXTERIOR CARP												
INTERIOR ROUGH												
WINDOWS												
INTERIOR DOORS												
WOOD FLOORS												
DOORS / LOBBIES												
FENCING												
LANDSCAPE												
CONC / RAMPS												
FLATWORK												
ROOFING												
INSULATION												
DRYWALL												
INTERIOR TRIM												
INTERIOR PAINT												
EXTERIOR PAINT												
C - TILE												
CARPET												
CABINETS / TOPS												
PLUMBING / ROUGH												
TRIM												
ELECTRIC / ROUGH												
TRIM												
HVAC / ROUGH												
EQUIP												
TRIM												
WATER SERVICE / PUMP												
SEWER												
PUNCH LIST												
OCC - CERT												
PAYOUT												
REVIEWS												

Property of Cook County Clerk's Office

(4)

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1337 CENTRAL PARK - APARTMENT SUMMARY

APARTMENT NUMBERS	FLOOR	# OF UNITS	# OF BEDRMS	# OF BATHS	SQUARE FEET	NOTES
101	1ST	1	1	1	742	
**03 (NAC - HANDICAP ACCESS)	1ST	2	2	1	437	
**02 (NAC - HANDICAP ACCESS)	1ST	3	3	2	1,219	
05	1ST	5	5	2	1,719	
106	1ST	2	2	1	911	
107	1ST	3	3	1	1,034	
201	2ND	1	2	1	1,065	
202	2ND	1	2	1	961	
203	2ND	1	3	2	1,376	
205	2ND	1	3	2	1,570	
204	2ND	1	2	1	865	
207	2ND	1	3	1	934	
301	3RD	1	2	1	785	
302	3RD	1	2	1	961	
303	3RD	1	2	1	959	
304	3RD	1	2	1	872	
305	3RD	1	2	1	863	
306	3RD	1	3	1	934	
4**00 (NAC - HANDICAP ACCESS)	BSMT	1	2	2	1,415	
**02 (NAC - HANDICAP ACCESS)	BSMT	1	3	2	1,219	
TOTAL UNITS		45				

APARTMENT SUMMARY	NOTES
(8) 3 BEDROOM - BATH (1) 2 BEDROOM - 2 BATH (1) 3 BEDROOM - BATH (1) 2 BEDROOM - 2 BATH (1) 1 BEDROOM - 1 BATH	EVERY APARTMENT ON EACH LEVEL HAS 2 EXITS ** DENOTES "HANDICAP ACCESSIBLE UNIT" (3) DENOTES HEARING AND VISUAL IMPAIRED UNIT
(1) HANDICAP ACCESSIBLE UNIT 001 - (1) 2 BEDROOM - BATH UNIT 002 - (1) 3 BEDROOM - 2 BATH	

BUILDING AREA CALCULATION

BASEMENT -	4,390 SF
FIRST FLOOR -	4,390 SF
SECOND FLOOR -	4,638 SF
THIRD FLOOR -	4,638 SF
TOTAL SQUARE FEET - 17,656 SF	

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EXHIBIT F

(NEW EXHIBIT B TO MORTGAGE)

1. Address of Mortgagor:
1337 Central Park Development LLC
19W551 Country Lane
Lombard, IL 60148
Attention: Karry L. Young
2. Interest Rate on Note: Zero percent per annum
3. [Intentionally Omitted]
4. Principal Amount of Note: \$3,416,508
5. Repayment Terms and Maturity Date of the Loan:

“Upon the making of the Senior Permanent Loan (as defined in the Amended Redevelopment Agreement, as amended), in the amount of \$500,000, or such lesser amount as reflects the actual amount of the Senior Permanent Loan, the outstanding principal balance of the Note shall be reduced by such amount. The remaining principal balance (less developer equity in the amount of \$100,000) of \$2,816,508 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 NSP Loan may become due and payable because of acceleration or prepayment as provided in any of the Loan Documents.

6. Non-Recourse Provisions:

(a) Notwithstanding Section 37 of the Mortgage, nothing herein or in any of the Loan Documents shall limit the rights of Mortgagee, following any of the events hereinafter described, to take any action as may be necessary or desirable to pursue Mortgagor, Member, if any, and/or Owner, if any, for any and all Losses incurred by Mortgagee arising from: (i) a material misrepresentation, fraud made in writing or misappropriation of funds by Mortgagor, Member, if any, and/or Owner, if any; (ii) intentional or material waste to the Premises; (iii) use of proceeds of the indebtedness evidenced by the Note for costs other than Eligible Costs; (iv) the occurrence of a Prohibited Transfer without Mortgagee's prior written consent, to the extent such Prohibited Transfer results from the intentional, willful, voluntary and/or negligent acts or omissions of Mortgagor, Member, if any, and/or Owner, if any; (v) any breach of Mortgagor's representations, warranties or covenants regarding hazardous materials or environmental laws contained in any of the Loan Documents; (vi) the occurrence of any uninsured casualty to the Premises or other collateral or security provided under any of the Loan Documents for which there has been a failure to maintain insurance coverage as required by the terms and provisions of the Loan Documents; (vii) the misappropriation or misapplication of insurance proceeds or condemnation awards relating to the Premises or other collateral or security provided under any of the Loan Documents; or (viii) any inaccuracy in the statements in the Affidavits.

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(b) Notwithstanding Section 37 of the Mortgage, nothing herein or in any of the Loan Documents shall limit the right of Mortgagee to assert liability against Mortgagor, Member, if any, and/or Owner, if any, for the repayment of the Loan in the amount described in the Loan Agreement in the event of a breach by Mortgagor of the requirements set forth in Sections 2.4, 2.5, 2.6, or 2.10 of the Regulatory Agreement as modified by Section 2.7 of the Regulatory Agreement, but only to the extent that such breach results in a demand by HUD on Mortgagee or the City of Chicago for repayment of the Loan in whole or in part, and only to the extent that as a result of such demand, Mortgagee or the City of Chicago are legally obligated to make such payment to HUD. Such payment may be made either by a direct payment from Mortgagee or the City of Chicago to HUD or by a deduction by HUD from other monies allocated or to be allocated to Mortgagee or the City of Chicago by HUD. If Mortgagee so chooses, Mortgagee shall pursue a diligent contest of any such demand by HUD, but shall not be required to pursue the matter any further than reasonably prudent, as determined by Mortgagee. Mortgagor agrees to pay, as a recourse obligation of Mortgagor, all attorneys', experts' and consulting fees and disbursements and expenses incurred in connection with any such contest.

(c) Mortgagee waives any and all right to seek or demand any personal deficiency judgment against Mortgagor, in conjunction with a foreclosure proceeding, under or by reason of any of the non-recourse monetary obligations of Mortgagor; provided, however, that the foregoing shall not limit or affect Mortgagee's right to sue or otherwise seek recourse against Mortgagor, Member, if any, and/or Owner, if any, in any separate action or proceeding for all Losses incurred by Mortgagee arising from any of the matters described in the foregoing paragraphs of this Section 6.