Doc#: 1304422023 Fee: \$70.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 02/13/2013 09:29 AM Pg: 1 of 17

Prepared by

8915428. 2 alecho Jessica Reddick, Esq. Mercy Portfolio Services 120 South Le Sa'le Street, Ste 1850 Chicago, Illinois 50603

Prepared by and After Recording Return to:

Karen Bielarz Acting Deputy Corporation Counsel Department of Law City of Chicago 121 N. LaSalle Street, Room 600 Chicago, Illinois 60602

#### ASSIGNMENT, ASSUMPTION AND AMENDMENT OF REDEVELOPMENT **AGREEMENT**

Of Count

THIS ASSIGNMENT, **ASSUMPTION** AND AMENDMENT REDEVELOPMENT AGREEMENT ("Agreement") is made as of February 6, 2013 by and between MPS Community I, LLC, an Illinois limited liability company ("A signor"), West Pullman Redevelopment LLC, an Illinois limited liability company, ("Assignee"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government (ine "City") (collectively, the "Parties")

#### **RECITALS**

WHEREAS, Assignor is the Developer under that certain Redevelopment Agreement by and between the Developer, Mercy Portfolio Services and the City dated as of September 24, 2012 and recorded in the Recorder's Office of Cook County on November 15, 2012 as document no. 1232019002 ("Redevelopment Agreement"). All capitalized terms used herein and not otherwise defined herein shall have the meaning given in the Redevelopment Agreement; and

yo(33)

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

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

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

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

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

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

- 1. Assignor hereby assigns to Assignee al of Assignor's right, title and interest in the Redevelopment Agreement, including, without limitation, Assignor's title to the NSP Property, which Assignor is conveying to the Assignee by its special warranty deed simultaneously with the execution and recording of this Agreement
- 2. Assignee hereby accepts such assignment and agrees to assume all of the obligations of Assignor under the Redevelopment Agreement.
- 3. The first sentence of Recital M of the Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

"After the date hereof, West Pullman Redevelopment LLC, shall enter the a loan agreement with Chicago Community Loan Fund (the "NSP Rehabilitation Lender") for financing up to an amount necessary to complete the rehabilitation of the NSP Property, as specified in **Exhibit A** to this Agreement (the "NSP Rehabilitation Loan Amount")."

- 4. Recital N of the Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:
- "N. After completing the rehabilitation of the NSP Property, the Developer shall sell such property in accordance with the NSP Legal Requirements and this Agreement to a homebuyer or, in the alternative, shall rent such property to an income-qualified household in accordance with the NSP

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Legal Requirements and this Agreement under a lease-to-own program or such other option acceptable to the City and MPS in their sole discretion (any such resale or lease, a "**Disposition**").

- 5. Section 6 B (iii) of the Redevelopment Agreement is hereby amended by inserting the words "and compliance with the City's anti-scofflaw requirement" after the words "upon acquisition of the NSP Property by the Developer."
- 6. The first paragraph of Section 8 of the Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

"The Developer shall: (a) commence the Required Work for the NSP Property promptly upon acquiring title to such property and closing on the financing provided under the Rehabilitation Lozn Agreement, subject to issuance of a permit, and shall thereafter diligently proceed to complete such Required Work within the period specified in the construction schedule ("Construction Schedule") attached hereto as Exhibit D; and (b) either rent such property to an income-qualified household in accordance with the NSP Legal Requirements and this Agreement under a lease-tocwn program or rental arrangement otherwise acceptable to the City and MPS or use commercially reasonable efforts to resell the NSP Property (i.e., actually close on the resale) within six (6) n ontos after the date that such rehabilitation is complete. The Developer shall consult with the City and MPS in setting a proposed sales price for the NSP Property, taking into account a comparative market analysis or, upon the Developer's request, an appraisal. The final sales price will be based upon the lesser of fair market value or the NSP Total Development Cost. If, despite such compercially reasonable efforts, the Developer has failed to resell such NSP Property within such six (6) month period, such failure shall not be deemed a default under this Agreement. However, such fullure shall entitle the City to elect, at its sole option, to repurchase such NSP Property from the Developer for an amount equal to the sum of (i) the NSP Acquisition Price, (ii) the costs reasonably incurred by the Developer in performing the Required Work for such property (not to exceed the amount thereof included in the Approved Budget), (iii) any Initial Operating Losses to date, and (iv) an amount to be determined by the City, up to one-half of the Permitted Developer's Fez. The City may offset against such purchase price an amount equal to any subsidies from Program Funds provided by the City with respect to such NSP Property (or pledged to any lender providing acquisition or rehabilitation financing in repayment of any such financing), and may also offset any other amounts owed by the Developer under this Agreement. The City may cause the recorveyance deed(s) deposited pursuant to Section 6.D to be recorded in order to consummate such repurchase in accordance with Section 8 below. If the reconveyance deed runs to MPS LLC, upon the City's written request, MPS LLC shall thereafter convey such NSP Property to the City. The Developer shall cooperate in executing any additional documents required in connection therewith."

7. The first paragraph of Section 9 of the Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

"Upon the completion of the Required Work for the NSP Property and the execution of a contract for the Disposition of the NSP Property or (b) the execution of a lease for the Disposition of the

NSP Property, the Developer may request from MPS a certificate of completion ("Certificate of Completion") for such property. The Developer may execute a contract to sell the NSP Property or a lease to rent the NSP Property under a lease-to-own program or a rental arrangement otherwise acceptable to the City and MPS, but may not close under such contract or allow occupancy under said lease prior to the issuance of a Certificate of Completion for such property. If, at the time that MPS receives such a request from the Developer with respect to the NSP Property, the Developer has not completed the Required Work for such property satisfactorily, as reasonably determined by the NSP Parties, or has otherwise failed to perform its obligations under this Agreement, the NSP Parties shall so advise the Developer. The Developer shall have the right to satisfactorily complete any Required Work for such property and perform any unperformed obligation and to re-request the issuance of a Certificate of Completion for such property. Upon issuance of the Certificate of Completion, and as part of the actual closing or leaving of the disposition of the NSP Property, the Performance Deposit shall be refunded to the Developer and any remaining balance of the Permitted Developer's Fee shall be paid to the Developer, provided no amounts are owed by the Developer to the City under this Agreement. The Reconveyance Deed's delivered to the City and MPS LLC shall be cancelled by the City and MPS LLC concurrently with the sale of the NSP Property to an income-qualified household, in accordance with the NSP Legal Requirements and as provided in Sections 10 and 11 of this Agreement."

8. Section 23 of the Redevelopment Agreement is hereby amended by deleting each reference to "MPS LLC." Section 23 of the Redevelopment Agreement is hereby further amended by adding the following:

"If to the Developer:

West Pullman Redevelopment LLC 1000 F 111<sup>th</sup> Street, 10<sup>th</sup> Floor Chicago, Illinois 60628

Attn: David Doig"

9. Section 30 of the Redevelopment Agreement is hereby amended by adding the following to the end of the paragraph:

"The City and MPS shall repay the NSP Rehabilitation Loan Amount to the NSP Rehabilitation Lender. The City and MPS will indemnify, defend and hold harmless CNI for any costs, liabilities, claims and causes of action arising out of the City's or MPS' failure to 12 pay the NSP Rehabilitation Loan Amount; provided however, MPS' obligation to indemnify CNI as provided herein shall be subject to the City's payment to MPS funds in an amount sufficient to pay the NSP Rehabilitation."

- 10. Exhibit C to the Redevelopment Agreement is hereby deleted in its entirety and new Exhibit C attached hereto as Exhibit B and made a part hereof, is substituted in its place.
- 11. **Exhibit D** to the Redevelopment Agreement is hereby deleted in its entirety and new **Exhibit D** attached hereto as Exhibit C and made a part hereof, is substituted in its place.
- 12. 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 NSP Property.

- 13. This Assignment shall be governed as to performance and interpretation in accordance with the internal laws of the State of Illinois.
- 14. 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.
- 15. All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Redevelopment Agreement.

and the contraction of Cook County Clerk's Office 16. This document may be executed in counterparts, which, when taken together, shall constitute one original accument.

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## **UNOFFICIAL COP**

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

#### **ASSIGNOR:**

MPS Community I, LLC, an Illinois limited liability company

Name: Darlene A. Dugo Title: Vice President

#### **ASSIGNEE:**

West Pullman Redevelopment LLC, an Illinois limited liability company

DOOD OF COOK By: Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation and its member

By: \_

Name: David Doig Title: President

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

By: Name: Andrew J. Moone

Title: Commissioner

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## **UNOFFICIAL COPY**

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

#### **ASSIGNOR:**

MPS Community I, LLC, an Illinois limited liability company

#### **ASSIGNEE:**

DOOD OF CO.

West Pullman Redevelopment LLC, an Illinois limited liability company

By: Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation and its member

Name: David Doig
Title: President

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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## **UNOFFICIAL COPY**

| STATE OF ILLINOIS )  |
|--|
| COUNTY OF COOK )   |
| I, \_\to \[ \lambda \] \\ \text{Go.is} \qquad , 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 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 and deed of said company, for the uses and purposes therein set forth.   |
| GIVEN under the notarial seal this day of February, 2013.  |
| NOTARY PUBLIC  |
| OFFICIAL OF  |
| HOLLY KAVIS  NOTAR SEAL SEAL  NOTAR SEAL SEAL  NOTAR S |
|  |
|  |
| NOTAR BELIC STATE OF ILLINOIS  |

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## **UNOFFICIAL COPY**

| COUNTY OF COOK               | ) SS.<br>)   |
|------------------------------|--|
| Neighborhood Initiatives, In | Medaga, a Notary Public in and for said County, in the State hat David Doig, personally known to me to be the President of Chicago c., an Illinois not-for-profit corporation, a member of West Pullman ois 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

> MARIA G MEDUGA NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires October 12, 2014

Con.
Colling Clark's Office

GIVEN under my notarial seal this \_\_\_\_\_ day of February, 2013. ide.

voluntary act and deed of said company, for the uses and purposes therein set forth.

)

STATE OF ILLINOIS

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County Clark's Office

## **UNOFFICIAL COP**

| STATE OF ILLINOIS                 |  |
|-----------------------------------|--|
| COUNTY OF COOK                    | ) SS.<br>)   |
| I, Patricia                       | Notary Public in and for said County, in the State   |
| aforesaid, do hereby certify that | Andrew I Mooney personally I and for said County, in the State   |
| the Department of Housing a       | nd Economic Proposition of the Commissioner of   |
| municipal corporation and home    | e rule unit of an Illinois   |
| person whose name is subscribe    | d to the foregoing in the foregoing it is and personally known to me to be the same  |
| being first duly sworn by me,     | d to the foregoing instrument, appeared before me this day in person and, acknowledged that, as the Commissioner of the same |

being first duly sworn by me, acknowledged that, as the Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and

as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth. GIVEN upder my notarial seal this \_\_\_\_\_ day of February, 2013.

OFFICIAL SE/L PATRICIA SULEWSK! NOTARY PUBLIC - STATE OF ILLINOIS

STATE OF ILLINOIS

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### UNOFFICIAL CC

#### **EXHIBIT A**

#### NSP PROPERTY INFORMATION

Legal Description of Land: LOT 9 IN BLOCK 13 IN FREDERICK H. BARTLET'S GREATER CALUMET SUBDIVISION OF CHICAGO, BEING A PART OF THE SOUTH ½ OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PREMISES AS CONVEYED IN DEED FROM INTERCOUNTY JUDICIAL SALES CORPORATION, AN ILLINOIS CORPORATION RECORDED 3/23/2009 IN DOCUMENT NUMBER 0908247077 IN SAID COUNTY AND STATE.

Common Address: 17,525 South Ada Avenue, Chicago, Illinois 60643

PIN: 25-20-312-009-0000

Existing Improvements on the Land. SINGLE FAMILY RESIDENTIAL BUILDING

NSP Acquisition Price: \$49,500

<sup>1</sup>Estimated NSP Acquisition Loan Amount: \$57,155

<sup>2</sup>Estimated NSP Rehabilitation Loan Amount: \$288,000

Permitted Developer's Fee: \$27,380

<sup>3</sup>Estimated NSP Total Development Cost: \$341,155

Diff Clark's Office <sup>1</sup>As more particularly set forth in that certain Settlement Agreement dated as of even date herewith.

<sup>&</sup>lt;sup>2</sup>As more particularly set forth in the final Rehabilitation Loan Agreement, upon transfer of the Property to the Participating Entity.

<sup>&</sup>lt;sup>3</sup>As more particularly set forth in the Approved Budget.

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#### **EXHIBIT B**

#### APPROVED BUDGET

[SEE ATTACHMENTS] (final term sheet and final owner's sworn statement)



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## **NOFFICIAL**

# MPS-NSP Property Financing Summary Single Family

West Puliman Redevelopment LLC Approval by Developer, West Pullman Redevelopment LLC Land Trust: NA 11625 S Ada 1 Unit(s)

Dept. of Housing & Economic Development

Approval by City of Chicago,

Work to be performed: (Rehab or New Construction)

Rehab

"NSP Acquisition Price" Plus: holding costs 49,500.00 3,655.00

= "NSP Acquisiton Loan Amount" (NSP Acquisition Price" plus holding costs) 53,155.00

288,600.00 Conf. "NSP Rehabilitation Amount" (NSP Lender rehab loan amount) Rehab Loan Term (Months) Amortization Period (Years) Rehab Lender CCLF 12 Int. Only

Rehab Loan Interest Rate (Prime, Floating) 5.00%

27,380.00 | Conf. "Permitted Developer Fee"

"NSP Loan Amount" (this is the same as "I,SP Total Development Cost") 341,155.00

341,155.00

"NSP Total Development Cost" (Sum of "NSP Acquisition Loan Amount" and "NSP Redevelopment Cost") # Units, Income Qualified at 50% AMI AND otherwise restricted per Regulatory Agreement Affordability Restriction

# Units. Income Qualified at 120% AMI, AND otherwise restricted per Regulatory Agreement **Total Units** 

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## **UNOFFICIAL COPY**

## MPS-NSP Property Financing Summary Single Family

11625 S Ada 1 Unit(s) West Pullman Redevelopment LLC

Approval by Developer, West Pullman Redevelopment LLC

×

Land Trust: NA

Approval by City of Chicago,
Dept. of Husit: A Economic Develop

Rehab Work to be performed: (Rehab or New Construction)

49,500.00 "NSP Acquisition Price"

3,655.00 Plus: holding costs

53,155.00 = "NSP Acquisiton Loan

00 = "NSP Acquisiton Loan Amount" (NSP Acquisition Price" plus holding costs)

288,000.00 Conf. "NSP Rehabilitation Amount" (NSP Lender rehab loan amount)
CCLF
Rehab Lender

Rehab Loan Term (Months)
Amortization Period (Years)
Rehab Loan Interest Rate (Pim., rloating)

27,380.00 Conf. "Permitted Developer Fee"

Int. Only 5.00% 341,155.00 "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")

Affordability Restriction

341,155.00

# Units, Income Qualified at 50% AMI, AND otherwise restricted per Regulatory Agreement

# Units, Income Qualified at 120% AMI, AND otherwise restricted per Regulatory Agreement

Total Units

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Escrow#: Draw# Date

Property

Initial Closing
Project Address:
11625 S Ada

## UNOFFICIAL COPY NSP1 Budget and Proforma Updated by MPS 3/1/11

#### SWORN OWNER'S STATEMENT TO TITLE COMPANY

| STATE OF: Thegois  | TO THE COMPACT                              |
|--|---|
|  | SS GREEN - DEVELOPER TO INPUT NAME, ADDRESS |
| COUNTY OF: COOK  | YELLOW= INITIAL CLOSING DISBURSEMENT        |
| The affiant, Pavid Doig, Member west Pullman Red<br>and says that he is the "owner/beneficiary ("strike one) of Trust No | ella la que en + 11 1                       |
| which is the owner * of the following described promises in Cont. Double   | neic DV                                     |
| 1/435 3. Ade   | Tifiairs to wit:                            |

- That he is thoroughly familiar with all the facts and circumstances concerning the premises described above;
- 2. That with respect to improvements on the premises the only work done or materials furnished to date are as 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

| Contractors Name & Adr ess  | Work Performed   | Amount of<br>Contract | 1              | hanges<br>(+/-) |            | usted      | Amount Paid<br>Previous |               | unt Due   |                | Become Due                  |
|---|--|-----------------------|----------------|-----------------|------------|------------|-------------------------|---------------|-----------|----------------|-----------------------------|
| Safeway Construction<br>4327 W Roosevelt Rd, Chicago, It. 60624             | General Construction   | \$ 160,195,63         | \$             | 1.27            |            | 60 195 63  | S                       | S             | Request   | (In            | nci. Retainage<br>160,195.6 |
| West Pullman Redevelopment LLC  | Construction Contingency   |                       | ٠,-            |                 |            |            |                         | <u> </u>      |           |                | 100, 193.0                  |
| 1000 E 111th Street, Chicago, IL 60628                                      | Sensitive Contingency  | \$ 14,052.25          | S              | •               | s          | 14,052.25  |                         |               |           | \$             | 14,052.2                    |
| West Putiman Redevelopment LLC  | <b>1</b>   | \$ 4,000,00           | S              |                 | <b>  s</b> | 4,000.00   | +                       | \$            | 4 200 00  | <del> </del> - |                             |
| 1000 E 111th Street, Chicago, IL 60628<br>Chicago Community Loan Fund       | A chitectural Services (Developer) - NSP Program Allowance             |                       |                |                 | •          | 4,000.00   | 1                       | ,             | 4,000.00  | \$             | •                           |
| 29 E Madison Suite 1700, Chicago, IL 60602                                  | C. T.F., in racing Fee - 3.0% of Loan Commitment Amount                | \$ 1,000.00           | \$             |                 | \$         | 1,000,00   |                         | \$            | 1,000.00  | - 5            |                             |
| Chicago Community Loan Fund   | C By The Tellig Fee - 3.0% of Edian Commitment Amount                  |                       | +-             |                 | <u> </u>   |            |                         |               |           |                |                             |
| 29 E Madison Suite 1700, Chicago, IL 60602                                  | CCLF Cor .crur ion Period Interest (5% interest rate for 3 months)     | \$ 14,400.00          | 2              | -               | \$         | 14.400.00  | 1                       | S             | 14,400.00 | \$             |                             |
| Chicago Community Loan Fund   |  | \$ 3,000.00           | 5              |                 | \$         | 3,000.00   | <del> </del>            | 5             |           |                |                             |
| 29 E Madison Suite 1700, Chicago, IL 60602<br>Chicago Community Loan Fund   | CCLF Inspection Fee (Initial + Draws, estimated min. = 5 in \$500 each |                       | 1              |                 | *          | 0,000.00   |                         | ,             | 500.00    | \$             | 2,500.0                     |
| 29 E Madison Suite 1700, Chicago, IL 60602                                  | CCLF Legal Fees (N. P.a", nce)   | \$ 3,600.00           | \$             | -               | \$         | 3,600.00   |                         | 5             | 3,600,00  | \$             |                             |
| Chicago Community Loan Fund   | Court degat roes (NCT 2000 (NCE)                                       |                       | Ļ.,            |                 |            |            |                         | 1             |           | 1              | -                           |
| 29 E Madison Sulte 1700, Chicago, IL 60602                                  | CCLF Construction Administration Fee (NSP allowance)                   | \$ 4,050.00           | \$             |                 | \$         | 4,050.00   |                         | \$            | 4.050.00  | \$             | -                           |
| Applegate & Thome-Thornsen  | To thomate)  | \$ 2,500,00           |                |                 | \$         | 2 500 00   |                         |               |           |                |                             |
| 26 W Jackson, Suite 400, Chicago, IL 60661                                  | Developer Legal Fee - NSP Prog AP rance                                | 2,500,00              | *              | •               | ,          | 2,500.00   | i                       | \$            | 2,500.00  | \$             |                             |
| nner-City Underwriting Agency<br>PO Box 16130                               |  | \$ 1,700.00           | \$             | 927.80          | 5          | 2.627.80   | <del> </del>            | S             | 2,627.80  | 5              | <del></del> -               |
| 631 S Michigan Ave. Unit 102 Chicago, IL 60616                              | Builders Liability Insurance (during construction)                     |                       | 1              |                 |            |            |                         | 1             | 2,027.00  |                | •                           |
| Vest Pullman Redevelopment LLC  | oditects anability insurance (during constriction)                     |                       | <del> </del> _ |                 |            |            |                         | L             |           |                |                             |
| 000 E 111th Street, Chicago, IL 60628                                       | Permit fees  | \$ 526,50             | S              | •               | \$         | 526.50     | [                       | "             |           | \$             | 526.50                      |
| nner-City Underwriting Agency   |  | \$ 1,200.00           | Š              | (927.80)        | 18         | 272.20     |                         | <del></del>   |           | <del>ا ب</del> |                             |
| O Box 16130   | Demonstration and a second   | - 1,                  | ľ              | (021.00)        | *          | 272.20     |                         | i             | 1         | S              | 272,20                      |
| 631 S Michigan Ave, Unit 102 Chicago, IL 60616 OT Security Services         | Property Insurance (After construction)                                |                       |                |                 |            |            | <u> </u>                | 1             |           |                |                             |
| 11 Windsor Drive, Oak Brook, IL 60523                                       | Property Security During Construction - NSP Program Allowan to         | \$ 1,000.00           | S              | •               | \$         | 1,000,00   |                         |               |           | \$             | 1,000.00                    |
| DT Security Services  |  | \$ 2,000,00           | •              |                 | s          | 2,000,00   |                         |               |           | <del></del>    |                             |
| 11 Windsor Drive, Oak Brook, It, 60523                                      | Property Security After Construction - NSI' Program Allowance          | 7,,000.00             | *              | •               | •          | 2,000.00   |                         | ı             |           | \$             | 2,000.00                    |
| Vest Pullman Redevelopment LLC<br>000 E 111th Street, Chicago, IL 60628     | Down L. M. J. Land B. Lift D. L. L.                                    | \$ 1/00/0             | \$             | -               | \$         | 1.000.00   |                         | <del></del>   |           | <u> </u>       | 1,000.00                    |
| Vest Pullman Redevelopment LLC  | Property Maintenance - NSP Program Allowance                           |                       | <u> </u>       |                 |            |            |                         | L             |           | *              | 1,000.00                    |
| 000 E 111th Street, Chicago, IL 50628                                       | Utilities - NSP Program Allowance                                      | \$ 5,000.0            | ٥              | •               | s          | 5,000.00   |                         |               |           | \$             | 5,000,00                    |
| orthern Environmental Development, Inc.                                     |  | \$ 800.00             | 5              |                 | \$         | 800.00     |                         | <b></b>       |           | <del> </del>   |                             |
|   | Lead Risk Assessment   | 000.00                | 177            |                 | •          | 800.00     |                         | 1             |           | \$             | 800.00                      |
| orthern Environmental Development, Inc.<br>000 W Carrolt, Chicago, IL 60612 | Lead Paint Clearance   | \$ 500.00             | \$             | <u> </u>        | \$         | 500.00     |                         |               |           | 5              | 500,00                      |
| BD  | Lead Count Clearance   |                       |                | 1               | À          |            |                         | L             |           | .   •          | 500,00                      |
|   | Mold Clearance   | \$ 600.00             | \$             | $-\mathbf{Q}$   |            | 600.00     |                         |               |           | \$             | 600.00                      |
| BD  | 7.000  | \$ 500.00             | -              |                 | \$ ~       | 500 00     |                         | <del></del> - |           | ┿              |                             |
|   | Blower Door Test   | 333.00                | •              | - 1             |            | 30,00      |                         | ii            | +         | \$             | 500.00                      |
| igital Imaging Resources, Inc.<br>50 W Lake St, Chicago, IL 60661           | Mercy Signage  | \$ 300.00             | S              |                 | S          | 3 0 . 0    |                         |               |           | \$             | 300.00                      |
| OOK COUNTY  |  |                       | <u> </u>       |                 |            |            |                         |               |           | `_             |                             |
|   | Real Estate Taxes (110%)   | \$ 5,241 00           | s              | .               | \$         | 5,241.00 T |                         |               |           | \$             | 5,241.00                    |
| BD  |  | \$ 1,000.00           | S              | 3.243 00        | S          | 1.243.00   |                         |               |           | <del></del>    |                             |
|   | Soft Cost Contingency  |                       |                |                 | •          | 1.243.00   |                         |               | ľ         | \$             | 4,243.00                    |
| /est Pullman Redevelopment LLC<br>000 E 111th Street, Chicago, IL 60628     | Developer Fee  | \$ 27,379.85          | \$             |                 | 5 2        | ,379.85    |                         | \$ 4          | 4.106.98  | 5              | 23,272.87                   |
|   | MPS NSP Reserve  |                       |                |                 |            |            |                         |               |           | Ľ              |                             |
|   | - 110; (103617E  | \$ 11,454,78          | 5              | •               | <b>S</b> 1 | ,454.78    |                         |               |           | \$             | 11,454.78                   |
| hicago Title  | MPS Dev. Sale (loan closing costs and little charges)                  | \$ 5,000.00           | \$ /3          | 243 001         | 5          | 757.00     |                         | 3-            | 1,757.00  | <del> </del>   |                             |
|   |  |                       | - (-           | ,,240.00,       | •          | ,,,,,,,,   | 7                       | 3             | 1,757.00  | S              | •                           |
| 30  | Down Day- and for Ham Down Andrew 13                                   | \$ 2,700.00           | \$             |                 | \$ ;       | .700.00    |                         |               |           | s              | 2,700.00                    |
| BD  | Down Payment for Home Buyers Assistance Program                        |                       |                |                 |            |            |                         |               |           |                | 2,700.00                    |
|   | Seller's Legal Fees Upon Sale - NSP Program Allowance                  | \$ 3,500.00           | \$             | -               | \$         | ,500.00    | T                       |               |           | \$             | 3,500.00                    |
| BD  |  | \$ 300.00             | \$             | <del></del>     | \$         | 300.00     |                         |               |           | <del> </del>   | ·-·                         |
|   | Property Survey(s)   | - 555.50              | *              | ١ .             | •          | 300,00     |                         |               |           | S              | 300.00                      |
| 3D  | Sector/Extended Commission Control                                     | \$ 4,500.00           | S              |                 | S 4        | ,500.00    | <del></del>             | *****         |           | \$             | 4,500.00                    |
| 3D  | Broker/ Sales Commissions on End Sale                                  |                       |                |                 |            |            |                         |               |           | Ľ              | 7,500.00                    |
|   | Seller's Closing Cost Upon Sale (Title, etc.)                          | \$ 5,000.00           | \$             | . [             | \$ 5       | .000.000   |                         |               |           | \$             | 5,000.00                    |
|   |  |                       |                |                 |            | 1.1        |                         |               |           | 1              |                             |

| THE UNDERSIGNED HEREBY APPROVES TH   | HE ABOVE AMOUNTS FOR PAYMENT.                                 |
|--|---|
| Signed: West West  | EABOVE AMOUNTS FOR PAYMENT. Pullman Redevelopment LLC         |
| Subscribed and sworn to before me this le day of February 20 13.  Signed: Mars S. Medugs   | OFFICIAL SEAL MARIA G MEDUGA NOTARY PUBLIC, STATE OF ILLINOIS |
| C:\Users\chenyl.nutley\AppData\Local\Microsoft\Windows\Temporary Internet Files\Conlent.Ou | My Commission Expires (interer 12, 2014)                      |

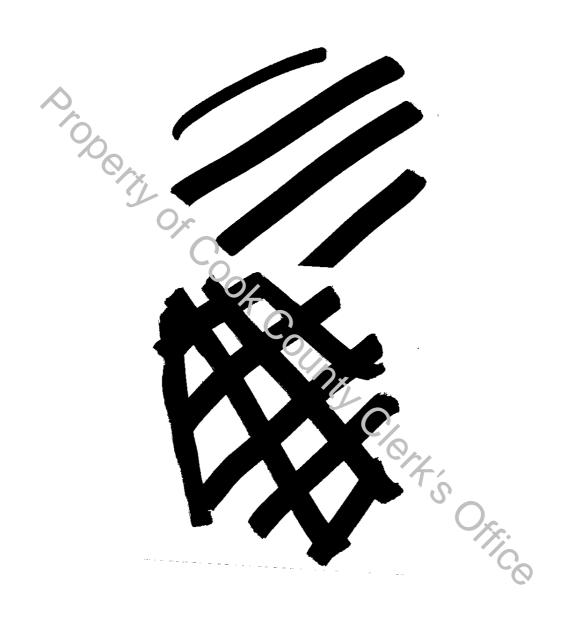
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## **UNOFFICIAL COPY**

#### **EXHIBIT C**

#### CONSTRUCTION SCHEDULE

[SEE ATTACHMENT]



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## **UNOFFICIAL COPY**

Safeway Construction CONSTRUCTION SCHEDULE

| L   |   |             |                      |               | ŀ             |          |                 |              |     |              |                 |               |               |                 |    |               |                 |                        |   |
|-----|---|-------------|----------------------|---------------|---------------|----------|-----------------|--------------|-----|--------------|-----------------|---------------|---------------|-----------------|----|---------------|-----------------|------------------------|---|
| sno |   | 3/1         | 3/1/13 - 4/1/13      | /1/13         |               | 4/1      | 4/1/13 - 5/1/13 | √13          | ··· | 5/1/13       | 5/1/13 - 6/1/13 |               | (1/9          | 6/1/13 - 7/1/13 | 13 | /2            | 7/1/13 - 8/1/13 | 1/13                   |   |
| ,-1 | 1 Mobilization                            |             | L                    | _             |               | -        | -               |              | L   |              |                 | ┞             | L             | -               | I  |               | $\mid$          | $\left  \cdot \right $ | Ţ |
| ``  | Elevation stone removal                   |             |                      |               |               | -        | _               | _            |     |              |                 | 1             | Ŧ             | _               |    |               | 1               | +                      | T |
| 17) | 3 Roof Work/Gutters/Down spout            |             |                      |               |               |          | -               | _            | _   | $\downarrow$ |                 | $\dagger$     | <u> </u><br>  |                 |    |               | $\frac{1}{1}$   | +                      |   |
| 7   | 4 Masonry work                            |             | <u> </u>             |               |               |          |                 |              |     | _            |                 | ľ             | 1             | +               |    |               |                 | $\frac{1}{1}$          |   |
| J)  | 5 Carpentry Work                          |             | -                    |               |               |          | -               |              | 1   | $\perp$      |                 | -             |               | +               |    |               | +               | +                      |   |
| 9   | Site Work                                 | -           | $\vdash$             |               |               |          |                 | +            | -   |              |                 | D<br>K        | 1             | +               |    | -             | +               | +                      | Ī |
|     | 7 Plumbing Rough in                       |             | -                    | -             |               | _        |                 |              |     |              |                 |               | +             | +               | Ţ  |               | +               | +                      |   |
| ∞   | Electrical Rough in                       |             | <u> </u>             | -             |               | -        |                 |              |     |              |                 | 0             | +             | +               |    |               | -               | +                      |   |
| 9   | HVAC Duct Work                            | -           |                      | $\mid$        |               |          |                 |              | L   |              |                 | +             | $\frac{1}{1}$ | $\downarrow$    |    |               | 1               | +                      |   |
| 10  | Site Concrete                             |             | -                    | +             |               |          |                 |              |     |              |                 | +             | 1             | 1               |    |               |                 | +                      |   |
| 11  | Crawl Space work                          |             | $\vdash$             | +             |               |          |                 |              |     |              | 1               | <u> </u>      | 1             | +               |    |               |                 | +                      |   |
| 12  | Insulation in attic                       |             | _                    | -             | -             |          | -               |              |     |              | +               | +             | 1             | +               |    | +             | 1               | +                      |   |
| 13  |   |             | -                    | <u> </u>      | $\frac{1}{1}$ | -        | -               | $\downarrow$ |     | ×            |                 |               | +             | +               |    |               | +               | $\downarrow$           |   |
| 14  | New Drywall and Repair work               |             | +                    |               | 1             | +        | $\frac{1}{1}$   | $\downarrow$ |     |              |                 | ļ             |               | +               |    | +             | +               | +                      |   |
| 15  |   | -           | $\vdash$             |               | -             | +        | +               | +            |     |              |                 |               |               |                 |    |               | +               | +                      |   |
| 16  | Installation of Doors/Ext & Int/Hardware  | <u> </u>    |                      |               | $\dagger$     | +        | -               | -            |     |              |                 | +             |               |                 |    |               | +               | +                      |   |
| 17  | Ceramic tiles                             | -           | H                    | -             | $\frac{1}{1}$ | +        | _               | 1            |     |              |                 |               |               |                 |    | $\dagger$     |                 | +                      | ļ |
| 18  | Finish Carpentry                          | -           | +                    | _             | $\dagger$     | +        | _               | -            |     |              |                 |               | ľ             |                 |    | +             | +               | +                      | T |
| 19  |   |             |                      |               |               | -        |                 |              | _   |              |                 | <u> </u>      |               |                 | -  |               | +               | +                      | T |
| 20  | Kitchen cabinets Installation             |             | $\vdash$             | _             |               | -        |                 | 1            |     |              |                 |               | +             |                 |    |               | +               | $\frac{1}{1}$          | Ţ |
| 21  |   |             | _                    |               |               |          | D               | L            |     |              | _               | <u> </u>      |               | -               |    |               | $\frac{1}{1}$   | +                      | Ţ |
| 22  |   |             | $\vdash$             | $\vdash$      |               |          |                 | _            |     |              | _               | $\frac{1}{1}$ |               | -               |    |               | 1               | +                      |   |
| 23  | Electrical Work/ Installation of fixtures |             | L                    |               |               |          |                 | _            |     |              |                 |               | <u> </u><br>  |                 |    |               |                 | -                      | T |
| 24  | Fence                                     |             |                      | -             |               | IX<br>17 |                 |              |     |              |                 | <u> </u>      | <u> </u>      | -               |    |               |                 | $\frac{1}{1}$          | Ţ |
| 25  | Landscaping                               |             | -                    |               | _             |          | _               | L            |     |              | _               | <u> </u>      | $\frac{1}{1}$ | _               |    |               |                 |                        |   |
| 26  | Painting Touch up                         |             | $\vdash$             | $\vdash$      | E             |          | -               |              |     |              |                 | <u> </u>      | 1             | _               |    |               |                 |                        | Ţ |
| 27  | Installation of Kitchen equipment         |             | _                    |               |               | -        | -               |              |     |              | _               |               | +             | -               |    |               |                 |                        |   |
| 28  | Commissioning and testing of equipment    |             |                      |               | ļ.,           | _        |                 | -            |     |              | +               | H             | <del> </del>  | _               |    | $\dagger$     |                 |                        | Т |
| 29  | Cleaning and Handing Over                 |             |                      |               | -             | _        |                 |              |     |              |                 | <u> </u>      | $\downarrow$  | 1               |    | $\frac{1}{1}$ | ┞               |                        |   |
|     |   |             | Н                    |               |               |          |                 | L            |     |              |                 | -             | <u> </u>      | ļ               |    | 1             |                 | -                      | ſ |
|     |   |             | S                    |               |               |          |                 | _            |     |              |                 | _             | Ļ             | 1               |    |               |                 | $\downarrow$           | T |
| T   |   |             |                      |               |               |          |                 |              |     |              |                 |               |               | L               |    |               | _               | $\downarrow$           | Τ |
|     |   |             |                      | _             | +             |          | _               |              |     |              |                 | L             |               |                 |    |               | -               | $\perp$                | Τ |
|     |   | //<br> <br> | $\frac{1}{\sqrt{1}}$ |               | +             |          | $\dashv$        |              |     |              |                 |               |               | L               |    |               | -               | -                      | T |
| T   |   |             | +                    | $\dashv$      | $\frac{1}{1}$ | _        |                 |              |     |              |                 |               |               | ļ               |    |               |                 | -                      | Т |
| T   |   | •           | $\dashv$             | -             |               | -        |                 |              |     |              | _               |               |               |                 |    |               | <u> </u>        | -                      | Т |
|     |   |             |                      | $\dashv$      |               | H        |                 |              |     |              |                 |               |               |                 |    |               |                 | $\downarrow$           | Τ |
| T   |   |             | +                    |               | +             | $\dashv$ | -               |              |     |              |                 |               |               | _               |    | -             | H               | L                      | T |
| T   |   |             | -                    | _             |               |          |                 |              |     |              |                 |               |               |                 |    |               | -               |                        | Τ |
|     |   |             | +                    | +             |               | 1        | $\downarrow$    |              |     |              |                 |               |               |                 |    |               |                 |                        |   |
| T   |   | 1           | +                    | +             | +             |          | 1               | $\downarrow$ |     |              | -               |               |               |                 |    |               | _               | L                      | Γ |
| T   |   | 1           | +                    | +             |               |          | -               |              |     |              |                 |               |               |                 |    |               |                 | _                      | Γ |
| 1   |   |             | $\frac{1}{2}$        | $\frac{1}{2}$ | _             | -        | $\downarrow$    |              |     |              | -               | $\dashv$      | _             |                 |    |               |                 |                        |   |