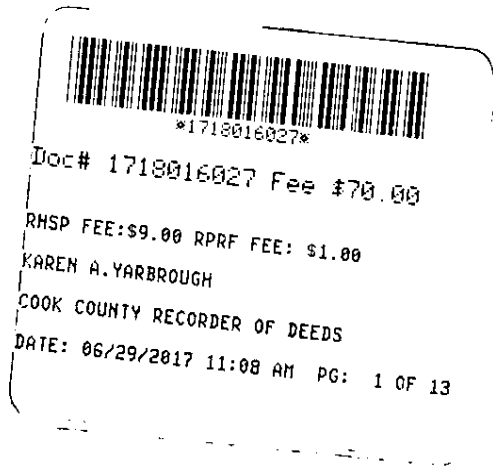


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THIS INSTRUMENT PREPARED
BY, AND WHEN RECORDED
MAIL TO:

Maribel Mata Benedict
Assistant Corporation Counsel
City of Chicago
Office of Corporation Counsel
Room 600
121 North LaSalle Street
Chicago, Illinois 60602



212 708

(SPACE ABOVE FOR RECORDER'S USE)

CITY SUBORDINATION AGREEMENT (DTC & ComEd ENERGY EFFICIENCY INCENTIVE AGREEMENT LOANS)

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of June 22, 2017, by and among **TIERRA LINDA LIMITED PARTNERSHIP**, an Illinois limited partnership with a mailing address at 3541 W. North Ave., Chicago, Illinois 60647 (the "Borrower"), **LATIN UNITED COMMUNITY HOUSING ASSOCIATION**, an Illinois not for profit corporation with a mailing address of 310 South Peoria Street, Suite 500, Chicago, Illinois 60607 (the "Junior Lender"), and the City of Chicago, Illinois (the "City"), an Illinois municipal corporation having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602 ("Lender").

RECITALS

- A. Borrower is the owner of certain scattered sites located in Chicago, Illinois (the "Land"), which are legally described on Exhibit A attached hereto.
- B. Borrower intends to construct and rehabilitate 45-units of affordable housing in 12 buildings together with related improvements in accordance with the Plans (the "Project").
- C. Borrower has applied to Lender for Five Million and No/100 Dollars (\$5,000,000.00) of HOME Program funds (the "Loan") for the purpose of financing a portion of the costs of the acquisition, construction and operation of the Project.
- D. Borrower and Lender have entered into that Housing Loan Agreement dated as of the date hereof (as the same from time to time be amended, modified, extended, renewed or restated, the "Loan Agreement").
- E. Borrower's obligation to repay the Loan is further evidenced by a Note dated as of even date herewith, executed by Borrower in the original principal amount of the Loan (the "Note"), payable to Lender.
- F. in in favor of Senior Lender relating to a senior loan in the principal amount of \$1,000,000, and recorded in the Office of the Cook County Recorder of Deeds..

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G. Junior Lender is making (i) a \$406,000.00 loan (the "DTC Loan") to Borrower using proceeds from the sale of Illinois Affordable Housing Tax Credits, and (ii) a \$210,549.00 ComEd Energy Efficiency Incentive loan (the "ComEd Loan") to Borrower using proceeds from an Illinois Department of Commerce and Economic Opportunity grant. The DTC Loan and ComEd Loan are referred to herein collectively as the "Junior Loans."

H. Each of the documents listed on Exhibit B together with all other documents, agreements, and materials entered into with the Junior Lender with respect to the Project shall be referred to collectively as the "Junior Loan Documents".

I. As used herein, the term "Junior Obligations" means any and all indebtedness, claims, debts, liabilities or other obligations from Borrower to Junior Lender pertaining to the Junior Loans under the Junior Loan Documents, together with all costs and expenses, including attorneys' fees, of collection thereof, whether the same accrues or is incurred before or after the commencement of any bankruptcy case by or against Borrower.

J. Borrower's obligations to Lender under the Note are secured by, among other things, (i) that certain Mortgage, Security Agreement, and Financing Statement ("Mortgage"), dated as of even date herewith, made by the Borrower for the benefit of Lender and (ii) the other Loan Documents (as defined in the Loan Agreement). The Mortgage is being recorded substantially concurrently herewith in the Office of the Recorder of Deeds of Cook County, Illinois. The Mortgage, the Note, the Loan Agreement, and the other Loan Documents are herein after collectively referred to as the "Loan Documents".

K. As used herein, the term "Cit/ Indebtedness" means any and all indebtedness, claims, debts, liabilities or other obligations from Borrower to Lender under the Loan Documents, together with all interest accruing thereon and all costs and expenses including attorneys' fees, of collection thereof, whether the same accrues or is incurred before or after the commencement of any bankruptcy case by or against Borrower.

L. Pursuant to the Mortgage and the other Loan Documents, Borrower is not entitled to further encumber the Project without the prior written consent of Lender, which consent may not be unreasonable withheld.

M. It is a condition precedent to Lender to entering into the Loan Documents and permitting the recordation of any of the Junior Loan Documents that the Mortgage and the other Loan Documents be and remain at all times a lien or charge upon the Project, prior and superior to the liens or charges of the Junior Loan Documents.

N. Lender is willing to permit the execution and recordation of the Junior Loan Documents, provided that (1) the Mortgage and the other Loan Documents are a lien or charge upon the Project prior and superior to the liens or charges of the Junior Loan Documents, and (2) Junior Lender will specifically subordinate the liens or charges of the Junior Loan Documents to the lien or charge of the Loan Documents.

O. Junior Lender is willing to agree that the Loan Documents shall constitute a lien or charge upon the Project which is prior and superior to the liens or charges of the Junior Loan Documents. The parties hereto enter into this Agreement for the purposes set forth in these Recitals.

P. Capitalized terms used herein and not otherwise defined shall have the meanings set forth for them in the Loan Agreement.

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AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the "Loan" described in the Note, it is hereby declared, understood, and agreed as follows:

1. Subordination. The Mortgage and other Loan Documents in favor of Lender, and all amendments, modifications, extensions, refinancings and renewals thereof shall unconditionally be and remain at all times a lien or charge on the Project prior and superior to the lien or charge of the Junior Loan Documents. Junior Lender intentionally and unconditionally subordinates the lien or charge of the Junior Loan Documents in favor of the lien or charge on the Project of the Mortgage and other Loan Documents in favor of Lender, and understands that in reliance upon and in consideration of this subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.

2. Agreement Regarding Subordination. Lender would not permit the execution or recordation of any Junior Loan Documents without this Agreement. This Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Junior Loan Documents to the lien or charge of the Loan Documents and shall supersede and cancel, but only insofar as would affect the priority between said mortgages and said covenants, conditions and restrictions, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Junior Loan Documents which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages. Notwithstanding the foregoing, this Agreement is subject and subordinate in each and every respect to any and all rights of any kind created by that certain SUBORDINATION AGREEMENT (DTC & ComEd Energy Efficiency Incentive Loans dated as of the date hereof by and among the Borrower, the Junior Lender and IFF, an Illinois not for profit corporation and recorded prior hereto in the Office of the Cook County Recorder of Deeds, securing a note of even date therewith.

3. Loan Disbursements. In making disbursements pursuant to any of the Loan Documents, Lender is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such Loan Documents shall not defeat the subordination herein made in whole or in part.

4. Consent and Approval. Junior Lender has received and consents to and approves the Loan Documents, including but not limited to any extension, modification and/or amendment of said agreements, between Borrower and Lender. No decision by Junior Lender to review or not review the Loan Documents, including but not limited to the disbursement provisions contained therein, shall impair or otherwise limit the enforceability of this Agreement.

5. Other Agreements. Junior Lender and Borrower declare, agree, and acknowledge that:

5.1 Subordination of Indebtedness. Any and all Junior Obligations are hereby subordinated and subject to any and all City Indebtedness, as set forth herein.

5.2 Permitted Payments. Borrower may make payments under the Junior Loan Documents, if required, as long as all payments under the Loan Documents are current and not delinquent or in arrears, and only so long as at the time of such payment: (i) no Event of Default exists under the

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Loan Documents and no event exists which, with the lapse of time or the giving of notice or both, would be an Event of Default under the City Indebtedness of which Junior Lender has received notice; and (ii) the payment would not result in a violation of any of Borrower's financial covenants set forth in any of the City Loan Documents ("Permitted Payments").

5.3 Payment Subordination. Except for any Permitted Payments, (a) all of the City Indebtedness now or hereafter existing shall be first paid in full by Borrower before any payment shall be made by Borrower on the Junior Obligations, and (b) this priority of payment shall apply at all times until all of the City Indebtedness has been repaid in full. In the event of any assignment by Borrower for the benefit of Borrower's creditors, or any bankruptcy proceedings instituted by or against Borrower, or the appointment of any receiver for Borrower or Borrower's business or assets, or of any dissolution or other winding up of the affairs of Borrower or of Borrower's business, and in all such cases respectively, Borrower's officers and any assignee, trustee in bankruptcy, receiver and other person or persons in charge are hereby directed to pay to Lender the full amount of the City Indebtedness before making any payments to Junior Lender due under the Junior Obligations.

5.4 Return of Prohibited Payments. Except as otherwise expressly agreed to herein, if Junior Lender shall receive any payments or other rights in any property of Borrower in connection with the Junior Obligations in violation of this Agreement, such payment or property shall immediately be delivered and transferred to Lender after notice to Junior Lender.

5.5 Repayment of City Indebtedness. This Agreement shall remain in full force and effect until all amounts due under the Note and the Loan Agreement is fully repaid in accordance with its terms and all of the terms of this Agreement have been complied with.

5.6 Enforcement. Junior Lender agrees that without the Lender's prior written consent, it will not accelerate the Junior Obligations, commence foreclosure proceedings with respect to the Project, collect rents, appoint (or seek the appointment of) a receiver, or institute any other collection or enforcement action with respect to the Junior Obligations.

6. Bankruptcy Provisions. To the extent any payment under any Loan Document (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off, or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under the Bankruptcy Code or any federal or state bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the City Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

7. Casualty Insurance Proceeds; Condemnation Proceeds. In the event Lender shall release, for the purposes of restoration of all or any part of the improvements, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or its right, title and interest in and to any awards, or its right, title and interest in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, Junior Lender shall simultaneously release (and hereby agrees that it shall be irrevocably and unconditionally deemed to have agreed to release) for such purpose all of Junior Lender's right, title and interest, if any, in and to all such insurance proceeds, awards or compensation. Junior Lender agrees that the balance of such proceeds remaining after such restoration, or all of such proceeds in the event Lender elects, in accordance with Illinois law, not to release any such proceeds for any such restoration, shall be applied to the payment of amounts due under the Loan Documents until all such amounts have been paid in full, prior to being applied to the payment of any amounts due under the Junior Loan Documents. If Lender holds such proceeds, awards or compensation and/or monitors the disbursement thereof, Junior Lender agrees that Lender may also elect, in its sole and

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absolute discretion, to hold and monitor the disbursement of such proceeds, awards and compensation to which Junior Lender is or may be entitled. Nothing contained in this Agreement shall be deemed to require Lender, in any way whatsoever, to act for or on behalf of Junior Lender or to hold or monitor any proceeds, awards or compensation in trust for or on behalf of Junior Lender, and all or any of such sums so held or monitored may be commingled with any funds of Lender.

8. Effect of Other Agreements. The relationship between Borrower and Lender under the Loan Documents is, and shall at all times remain, solely that of borrower and lender. Based thereon, Junior Lender acknowledges and agrees that Lender neither undertakes nor assumes any fiduciary responsibility or other responsibility or duty to Borrower or Junior Lender to guarantee or assist in Borrower's or Junior Lender's performance under any of the agreements between those parties and other third parties, including without limitation the Junior Loan Documents.

9. Miscellaneous. This Agreement may be executed in multiple counterparts and the signature page(s) and acknowledgment(s) assembled into one original document for recordation, and the validity hereof shall not be impaired by reason of such execution in multiple counterparts. This Agreement is to be governed according to the laws of the State of Illinois. In the event of action, suit, proceeding or arbitration to enforce any term of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, as determined by the court or arbitrator, all of the prevailing party's costs and expenses, including without limitation reasonable attorneys' fees and expert witness fees, incurred by the prevailing party in connection therewith. If Junior Lender or any affiliate of Junior Lender shall acquire, by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Project, that lien, estate, right or other interest shall be subordinate to the Mortgage and the other Loan Documents as provided herein, and Junior Lender hereby waives, on behalf of itself and such affiliate, until all amounts owed under the Loan Documents have been indefeasibly paid in full and all Lender's obligations to extend credit under the Loan Documents have terminated, the right to exercise any and all such rights it may acquire by indemnification, subrogation or otherwise. The Agreement shall inure to the benefit of, and the binding upon, the parties hereto and the respective successors and assigns.

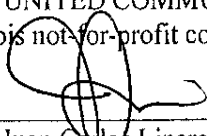
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IN WITNESS WHEREOF, the parties hereto have executed this Subordination Agreement (DTC & DCEO Loans) as of the date and year first above written.

JUNIOR LENDER:

LATIN UNITED COMMUNITY HOUSING ASSOCIATION,
an Illinois not-for-profit corporation,

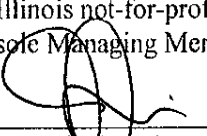
By: 
Name: Juan Carlos Linares
Title: Executive Director

BORROWER:

TIERRA LINDA LIMITED PARTNERSHIP,
an Illinois limited partnership

By: Tierra Linda, LLC,
an Illinois limited liability company,
its sole General Partner

By: Latin United Community Housing Association,
an Illinois not-for-profit corporation,
its sole Managing Member

By: 
Name: Juan Carlos Linares
Title: Executive Director

LENDER:

CITY OF CHICAGO, ILLINOIS, acting by and through its Department of Planning and
Development

By: _____
Name: David L. Reifman
Title: Commissioner

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination Agreement (DTC & DCEO Loans) as of the date and year first above written.

JUNIOR LENDER:

LATIN UNITED COMMUNITY HOUSING ASSOCIATION,
an Illinois not-for-profit corporation,

By: _____
Name: Juan Carlos Linares
Title: Executive Director

BORROWER:

TIERRA LINDA LIMITED PARTNERSHIP,
an Illinois limited partnership

By: Tierra Linda, LLC,
an Illinois limited liability company,
its sole General Partner

By: Latin United Community Housing Association,
an Illinois not-for-profit corporation,
its sole Managing Member

By: _____
Name: Juan Carlos Linares
Title: Executive Director

LENDER:

CITY OF CHICAGO, ILLINOIS, acting by and through its Department of Planning and
Development

By: _____
Name: David L. Reifman
Title: Commissioner

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

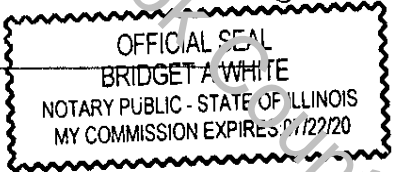
I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Juan Carlos Linares, personally known to me to be the executive director of Latin United Community Housing Association, an Illinois not for profit, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, he signed and delivered the said instrument, pursuant to the authority given to him, as the free and voluntary act of such person, and as the free and voluntary act and deed of Latin United Community Housing Association, for the uses and purposes therein set forth.

Given under my hand and official seal this ___ day of June, 2017.

(SEAL)

Bridget A. White
Notary Public

My Commission Expires: _____



[Large handwritten signature]

County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Juan Carlos Linares, personally known to me to be the Executive Director of Latin United Community Housing Association, an Illinois not-for-profit corporation which is the managing member of Tierra Linda, LLC, an Illinois limited liability company, which is the general partner of Tierra Linda Limited Partnership, an Illinois limited partnership (the "Borrower"), 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 severally acknowledged that as such officer, he signed and delivered the said instrument, pursuant to the authority given to him, as the free and voluntary act of such person, and as the free and voluntary act and deed of the Borrower, for the uses and purposes therein set forth.

Given under my hand and official seal this June day of June, 2017.

(SEAL)

Bridget A. White
Notary Public



[Large, illegible signature scribbles]

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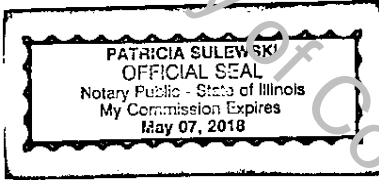
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT David L. Reifman, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") 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 acknowledged that as such Commissioner, he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2017.

Patricia Sulewski

Notary Public



(SEAL)

[Large, illegible signature scribble]

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EXHIBIT A LEGAL DESCRIPTION

*****PARCEL 1:**

LOT 214 IN THE SUBDIVISION OF THE NORTH HALF OF THE WEST THIRD OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-35-212-014-0000
ADDRESS: 3572 W. PALMER AVE., CHICAGO, IL 60647

PARCEL 2:

LOT 21 IN BLOCK 5 OF SUBDIVISION OF BLOCKS 4 TO 9 IN E. SIMONS SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-35-401-016-0000
ADDRESS: 1929 N. DRAKE AVE., CHICAGO IL 60647

PARCEL 3:

LOT 37 IN BLOCK 7 OF SUBDIVISION OF BLOCKS 4 TO 9 IN E. SIMONS SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-35-406-038-0000
ADDRESS: 1810 N. DRAKE AVE. (A/K/A, 1812 N. DRAKE AVE.), CHICAGO, IL 60647

PARCEL 4:

THE NORTH 27 FEET OF THE EAST 177 FEET OF BLOCK 10 IN E. SIMONS SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-35-409-020-0000
ADDRESS: 1858 N. SPAULDING AVE., CHICAGO, IL 60647

PARCEL 5:

LOTS 9 AND 10 IN BLOCK 11 IN WINKELMAN'S SUBDIVISION OF PART OF BLOCK 2 AND BLOCK 11 OF E. SIMON'S ORIGINAL SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-35-410-021-0000
13-35-410-022-0000
ADDRESS: 1834-38 N. SAWYER AVE., CHICAGO, IL 60647

PARCEL 6:

LOT 15 IN BLOCK 11 IN WINKELMAN'S SUBDIVISION OF PART OF BLOCK 2 AND BLOCK 11 OF E. SIMON'S ORIGINAL SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-35-410-027-0000
ADDRESS: 1822 N. SAWYER AVE., CHICAGO, IL 60647

PARCEL 7:

LOT 23 (EXCEPT THE WEST 5 FEET) IN WINKELMAN'S SUBDIVISION OF PART OF BLOCK 2 AND BLOCK 11 OF E. SIMON'S ORIGINAL SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PIN: 13-35-410-035-0000
 ADDRESS: 1802 N. SAWYER AVE., CHICAGO, IL 60647

PARCEL 8:

LOTS 2 AND 3 IN THE SUBDIVISION OF LOTS 19 TO 23, INCLUSIVE, EXCEPT THE SOUTH 15.5 FEET OF SAID LOT 23 IN BLOCK 12 IN WINKELMAN'S RESUBDIVISION OF BLOCKS 1 AND 12 OF E. SIMON'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 13-35-411-042-0000
 13-35-411-043-0000
 ADDRESS: 1808-10 N. KEDZIE AVE., CHICAGO, IL 60647

PARCEL 9:

LOT 48 AND THE SOUTH 10 1/2 FEET OF LOT 49 IN AUGUR'S SUBDIVISION OF BLOCK 17 OF E. SIMON'S SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-35-413-002-0000
 ADDRESS: 1757 N. DRAKE AVE., CHICAGO, IL 60647

PARCEL 10:

LOTS 45 AND 46 IN AUGUR'S SUBDIVISION OF BLOCK 17 OF E. SIMON'S SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-35-413-004-0000
 13-35-413-005-0000
 ADDRESS: 1749-51 N. DRAKE AVE., CHICAGO, IL 60647

PARCEL 11:

LOTS 46 AND 47 IN C.B. SIMONS' RESUBDIVISION OF BLOCK 20 OF E. SIMONS' ORIGINAL SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

AND THE EAST 54 FEET OF LOTS 48 AND 49 IN C.B. SIMONS' RESUBDIVISION OF BLOCK 20 OF E. SIMONS' ORIGINAL SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-35-419-002-0000
 13-35-419-003-0000
 13-35-419-046-0000
 ADDRESS: 1649-51 N. DRAKE AVE., CHICAGO, IL 60647

PARCEL 12:

LOT 33 IN BLOCK 8 IN WINSLOW, JACOBSON AND TALLMAN'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-01-215-015-0000
 ADDRESS: 1421 N. ARTESIAN AVE., CHICAGO, IL 60622***

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EXHIBIT "B"

Junior Loan Documents

(all dated as of the date of this Agreement)

1. Promissory Note executed by Borrower in favor of Junior Lender, in the face principal amount of \$616,549.00, evidencing the DTC Loan and the ComEd Energy Efficiency Incentive Agreement Loan.
2. Mortgage, Assignment of Rents and Security Agreement executed by Borrower in favor of Junior Lender securing the DTC Loan and the ComEd Energy Efficiency Incentive Agreement Loan.
3. Mortgage, Assignment of Rents and Security Agreement executed by Borrower in favor of Junior Lender securing the DTC Loan and ComEd Energy Efficiency Incentive Agreement Loan.

Property of Cook County Clerk's Office

