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THIS INSTRUMENT WAS PREPARED
BY AND AFTER RECORDING RETURN
TO: Rebecca Janovsky
Illinois Housing Development Authority
111 E. Wacker Dr., Suite 1000
Chicago, Illinois 60601

Permanent Tax Index
Identification Nos.:
See Attached Exhibit A

HTF - 11515



1733434100

Doc# 1733434100 Fee \$74.00

RHSP.FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/30/2017 03:56 PM PG: 1 OF 19

REGULATORY AND LAND USE RESTRICTION AGREEMENT

THIS REGULATORY AND LAND USE RESTRICTION AGREEMENT (this "Agreement"), made and entered into as of this 30th day of November, 2017, by and among FAMILY RESCUE, an Illinois not-for-profit corporation ("Grantee"), CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE UNDER THE TERMS OF A CERTAIN TRUST AGREEMENT DATED FEBRUARY 13, 1990 AND KNOWN AS TRUST NO. 3129 (A/K/A CT06003129) (the "RE Land Trust"), CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE UNDER THE TERMS OF A CERTAIN TRUST AGREEMENT DATED DECEMBER 21, 1990 AND KNOWN AS TRUST NO. 3193 (A/K/A CT06003193) (the "Building Land Trust"; the Building Land Trust and the RE Land Trust are hereinafter collectively referred to as "Fee Owner") and the ILLINOIS HOUSING DEVELOPMENT AUTHORITY (the "Authority"), a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the "Act"), having its principal office at 111 E. Wacker Dr., Suite 1000, Chicago, Illinois 60601;

WITNESSETH:

WHEREAS, the Authority is the program administrator of the Illinois Affordable Housing Program, as that program is authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq.*, as amended from time to time (the "Trust Fund Act"), and the rules promulgated under the Trust Fund Act (the "Trust Fund Rules"); and

WHEREAS, The RE Land Trust is the fee owner of certain real property located at 6820 S. Ridgeland Avenue, Chicago, Illinois 60649, legally described on Exhibit A attached to and made a part of this Agreement and all easements and similar rights and privileges appurtenant to and in favor of such real estate (the real estate, easements, rights and privileges are collectively referred to in this Agreement as the "Real Estate"). The Building Land Trust is the fee owner of the building and improvements located on the Real Estate, containing approximately twenty four (24) Units and certain amenities related thereto (the "Improvements"). The Real Estate and the Improvements owned by the RE Land Trust and the Building Land Trust, respectively, are collectively referred to hereinafter as the "Development"; and

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WHEREAS, Grantee is the sole owner of all beneficial interests in each of the RE Land Trust and the Building Land Trust, and has all right to possess and enjoy the Development; and

WHEREAS, the Authority has agreed to make a Grant to Grantee from the Trust Fund Program in an amount not to exceed ONE MILLION and No/100 Dollars (\$1,000,000.00) (the "Grant"), to be used with other monies, if any, for repairs and improvements to the Development and permanent financing of the Development; and

WHEREAS, the Grant is evidenced, secured and governed by, among other things: (a) the Conditional Commitment Letter from the Authority to or for the benefit of Grantee dated July 19, 2017 (the "Commitment"); (b) that certain Grant Agreement dated as of the date hereof among the Authority, Grantee and Fee Owner (the "Grant Agreement"); (c) that certain Guaranty of Completion dated as of the date hereof (the "Guaranty") executed by the Guarantors (as defined in the Guaranty) for the benefit of the Authority; (d) that certain Environmental Indemnity (the "Environmental Indemnity") dated as of the date hereof executed by Grantee and others as indemnitors, and delivered to the Authority, as indemnitee, and (e) this Agreement. This Agreement, the Commitment, the Grant Agreement, the Guaranty, the Environmental Indemnity, and all other documents executed by Grantee that evidence, secure or govern the Grant are sometimes collectively referred to in this Agreement as the "Grant Documents"; and

WHEREAS, as an inducement to the Authority to make the Grant, Grantee has agreed to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in it, and as provided for in the Act, the Trust Fund Act, the Trust Fund Rules and the rules, regulations, policies and procedures of the Authority promulgated under the Act, all as they may be amended and supplemented from time to time, as applicable.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Incorporation**. The foregoing recitals are incorporated in this Agreement by this reference.
2. **Act and Rules**. Grantee agrees that at all times its acts regarding the Development shall be in conformance with the applicable provisions of the Act, the Trust Fund Act, the Trust Fund Rules and the rules, regulations, policies and procedures of the Authority promulgated under the Act, all as they may be amended and supplemented from time to time.
3. **Representations and Agreements**. Grantee further represents and agrees that:
 - a. All of the Units shall be occupied by Affordable Tenants (as defined in **Paragraph 9** hereof) whose income, at the time of initial occupancy, does not exceed the income limits for Very Low Income Tenants (as defined in **Paragraph 9** hereof);

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b. In the advertising, marketing, and rental of Units and the selection of Tenants, Grantee agrees to abide by the terms and conditions of the Tenant Selection Plan executed by Grantee, and approved by the Authority, as it may be amended from time to time with the prior written consent of the Authority;

c. In the management and operation of the Development, Grantee agrees to abide by the terms and conditions of the Affirmative Fair Housing Marketing Plan; the Management Plan; and the Management Agreement (if applicable); all as approved by the Authority, as such documents may be amended from time to time with the prior written approval of the Authority. Grantee shall be responsible for ensuring the management agent's compliance with applicable provisions of the Act, Trust Fund Act, the Trust Fund Rules and all applicable ordinances, regulations and statutes and the rules, procedures and requirements of the Authority. At the Authority's direction, Grantee shall terminate the Management Agreement with the management agent and select another management agent satisfactory to the Authority;

d. On forms approved by the Authority, Grantee shall obtain from each prospective Affordable Tenant prior to his or her admission to the Development and periodically thereafter as required by the Authority, a certification of income (the "Certification"). Grantee shall submit such Certifications to the Authority in the manner prescribed by the Authority;

e. In the manner prescribed by the Authority, Grantee shall obtain written evidence substantiating the information given on such Certifications and shall retain such evidence in its files at the Development for three (3) years after the year to which such evidence pertains. Within thirty (30) days after the end of each calendar year, Grantee shall certify to the Authority that, at the time of such certification and during the preceding calendar year, Grantee was in compliance with the requirements of this **Paragraph 3**, or, if Grantee is not or has not been in compliance with such requirements, Grantee shall give notice to the Authority of its failure to comply and the corrective action Grantee is taking or has taken;

f. Grantee shall annually submit a schedule of rents with utility allowances for the Development for the Authority's approval, and shall not change the rent schedule and utility allowances for the Development without the Authority's approval.

g. Grantee shall require all Tenants to execute a written lease (the "Lease") in a form approved by the Authority;

h. Grantee shall obtain all federal, state and local governmental approvals required by law for its, construction, ownership and operation of the Development;

i. Grantee shall not evict any Tenant from the Development without good cause;

j. Grantee shall repair the Development in conformity (i) with applicable

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federal, state and local statutes, regulations, ordinances, standards and codes (except as otherwise approved by the Authority) and (ii) with all applicable rules, contracts, agreements, procedures, guides and other requirements of the Authority provided to Grantee in writing.

4. **Acts Requiring Authority Approval.** Except as permitted pursuant to the other Grant Documents, Grantee shall not, without the prior written approval of the Authority, which may be given or withheld in the Authority's sole discretion:

a. Convey, transfer or encumber the Development or any part of it, or permit the conveyance, transfer or encumbrance of the Development or any part of it;

b. Convey, assign or transfer any right to manage, or receive the rents and profits from, the Development;

c. Initially rent any Unit for a period other than one (1) year, and after such initial one (1) year period, rent any Unit for less than six (6) months or more than one (1) year;

d. Lease or sublease any non-residential facility in the Development or amend or modify any such lease or sublease, which, to the best of Grantee's knowledge, would result in a conflict of interest between any of the parties to such contracts and the Authority, its board members, officers, employees, agents or members of their respective immediate families; or

e. Require, as a condition of the occupancy or leasing of any Unit in the Development, any consideration or deposit other than the prepayment of the first month's rent plus a security deposit in an amount not to exceed one (1) month's rent to guarantee the performance by the Tenant of the covenants of the Lease. Any funds collected by Grantee as security deposits shall be kept separate and apart from all other funds of the Development.

5. **Grantee Duties.** In addition to, but not by way of limitation of, the other duties of Grantee set forth in this Agreement, Grantee shall comply with the following.

a. **Maintenance.** Grantee shall maintain the Development and the grounds and equipment appurtenant to it in a decent, safe and sanitary condition, and in a rentable and tenantable state of repair, and in compliance with all applicable federal, state and local statutes, regulations, ordinances, standards and codes.

b. **Management.** Grantee shall provide for the management of the Development in a manner satisfactory to the Authority.

c. **Audit.** The Development and the equipment, buildings, plans, specifications, offices, apparatus, devices, books, contracts, records, documents and other papers relating to it, and the books and records relating to Grantee, shall at all times be maintained in reasonable condition for proper audit, and shall be subject to examination, inspection and

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copying by the Authority or its agent or representative upon reasonable prior notice during normal business hours, as the Authority reasonably requires.

d. Financial and Expense Reports. Within ninety (90) days following the end of the Grantee's fiscal year, in a manner prescribed by the Authority in writing, Grantee shall furnish the Authority with a complete annual financial report for the Development based upon an examination of the books and records of the Development, prepared at Grantee's expense in accordance with the written requirements of the Authority, and certified to Grantee by an Illinois licensed certified public accountant.

e. Furnishing Information. At the request of the Authority, Grantee shall furnish such reports, projections, certifications, budgets, operating reports, tax returns and analyses as required pursuant to the statutes, rules and regulations of the Authority and the Trust Fund Act, as amended from time to time, or by other applicable federal or state statutes or requirements, and from time to time shall give specific answers to written questions in connection with Grantee's income, assets, liabilities, contracts and operation, all relating to the Development, and the administration, operation, maintenance, occupancy, financial soundness and physical condition of the Development.

f. Compliance with Certain Laws. Grantee shall comply with the provisions of the Environmental Barriers Act (410 ILCS 25/1 *et seq.*, as amended from time to time), the Illinois Accessibility Code (71 Ill. Adm. Code 400), 47 Ill. Adm. Code 310, Subpart I, as amended from time to time, except as otherwise approved by the Authority, and the Americans With Disabilities Act, 42 U.S.C. 12101 *et seq.*, as amended, if applicable.

6. Non-Discrimination in Housing.

a. Grantee shall not, in the selection of Tenants, in the provision of services, or in any other manner unlawfully discriminate against any person on the grounds of race, color, creed, religion, sex, age, unfavorable military discharge, ancestry, handicap, national origin, marital status, familial status or because the prospective Tenant is receiving governmental rental assistance.

b. Grantee shall comply with all of the provisions of Paragraph 3805/13 of the Act, Paragraph 65/10(a) of the Trust Fund Act and all other provisions of federal, state and local law relating to non-discrimination.

7. Violation of Agreement by Grantee. Upon violation of any of the provisions of this Agreement by Grantee, the Authority may give notice of such violation to Grantee as provided in **Exhibit B** attached to and made a part hereof. If such violation is not corrected to the satisfaction of the Authority within thirty (30) days after such notice, the Authority may declare a default under this Agreement; however if such condition is not reasonably curable within thirty (30) days despite Grantee's reasonable efforts to cure it, Grantee shall have one hundred twenty (120) additional days to cure such default, so long as (i) that cure is commenced within such thirty (30) day period, and (ii) Grantee continues to diligently pursue such cure in good faith; after the expiration of such one

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hundred fifty (150) day period, the Authority may declare a default under this Agreement, effective on the date of notice of such declaration of default to Grantee, and upon such default, and so long as such default is continuing, the Authority may do the following:

- a. Take possession of the Development, bring any action necessary to enforce any rights of Grantee growing out of the operation of the Development and operate the Development in accordance with the terms of this Agreement until such time as the Authority, in its sole discretion, determines that Grantee is again in a position to operate the Development in accordance with the terms of this Agreement;
- b. Collect all rents and charges in connection with the operation of the Development and use such collections to pay Grantee's obligations under this Agreement or any other Grant Document and such other obligations of Grantee in connection with the Development and the necessary expenses of preserving and operating it;
- c. Apply to any court, state or federal, for specific performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Development in accordance with the terms of this Agreement, or for such other relief as may be appropriate. Because the injury to the Authority arising from a default under any of the terms of this Agreement would be irreparable and the amount of damages would be difficult to ascertain, Grantee acknowledges and agrees that the Authority's remedies at law, in the event of a violation of this Agreement, would be inadequate to assure the Authority's public purpose; or
- d. Exercise such other rights or remedies as may be available to the Authority under this Agreement, at law or in equity.

The Authority's remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor foreclose the exercise of the Authority's other remedies. No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach. The failure or delay of the Authority in exercising any of its rights under this Agreement in any one or more instances, or the exercise of less than all of its rights in any one or more instances, shall not be deemed or construed as a waiver of any such rights.

8. Termination of Liabilities. In the event of a sale or other transfer of the Development, all of the duties, obligations, undertakings and liabilities of Grantee or other transferor (the "Transferor") under the terms of this Agreement shall thereafter cease and terminate as to the Transferor, except as to any acts or omissions or obligations to be paid or performed by the Transferor that occurred or arose prior to such sale or transfer. As a condition precedent to the termination of the liability of the Transferor under this Agreement, the transferee of the Development (a "New Grantee"), as a condition precedent to its admission as a New Grantee, shall assume in writing, on the same terms and conditions as apply to the Transferor, all of the duties and obligations of the Transferor arising under this Agreement from and after the date of such sale or transfer. Such assumption shall be in form and substance acceptable to the Authority. Any such New Grantee shall not be obligated with respect to matters or events that occur or arise before its admission as a New

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Grantee.

9. Definitions.

a. "Low Income Tenant", means a single person, family or unrelated persons living together whose adjusted income is less than or equal to eighty percent (80%) of the median income of the metropolitan statistical area of Lake County, adjusted for family size, as such adjusted income and median income for the area are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937 ("Median Income").

b. "Very Low Income Tenant", means a single person, family or unrelated persons living together whose adjusted income is less than or equal to fifty percent (50%) of the Median Income.

c. "Affordable Tenant" or "Tenant", means a Low Income Tenant or Very Low Income Tenant.

10. Term of Agreement; Covenants Run with Development. The covenants and agreements set forth in this Agreement shall encumber the Development and be binding on the Grantee, New Grantee and any other future owners of the Development and the holder of any legal, equitable or beneficial interest in it until the date which is thirty (30) years from the date of this Agreement ("Expiration Date"). Grantee expressly acknowledges that its undertakings and agreements stated in this Agreement are given to induce the Authority to make the Grant.

11. Liability of Grantee – Nonrecourse. Except as otherwise set forth in the Environmental Indemnity and the Guaranty, Grantee's liability created under this Agreement and the Grant Documents shall be non-recourse and neither Grantee, nor any person or entity having ownership interests in Grantee (whether directly or indirectly), shall have any personal liability for repayment of the Grant. The Authority shall look only to the Development and its reserves and any other funds or letters of credit relating to the Development for repayment of the Grant. The foregoing shall not limit Grantee's liability for damages as a result of (i) fraudulent acts, or willful and wanton acts or omissions in violation of the provisions of this Agreement and the other Grant Documents; (ii) the fair market value of the personalty or fixtures removed or disposed of from the Development in violation of the terms of the Grant Documents; (iii) the misapplication, in violation of the terms of the Grant Documents, of any funds to the full extent of such misapplied funds and proceeds, including, without limitation, any funds or proceeds received under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain; (iv) any misapplication of any security deposits attributable to any leases of Units, or failure to pay interest on such security deposits as required by law; (v) waste committed on the Development to the extent that funds in the Replacement Reserve Account or otherwise available in any property account held by Grantee, are available to remedy such waste and Grantee has failed to remedy the waste despite the written instructions of the Authority; (vi) the occurrence of a Prohibited Transfer (as defined in the Mortgage), without the prior written consent of the Authority; (vii) an oral or written material misrepresentation was made by Grantee or any party in the ownership structure of Grantee, or any

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employee or agent of Grantee or any other such entity or individual; (viii) a material error or omission was made in the Ownership Structure Certificate (as defined in the Commitment); (ix) the Grantee has violated the single asset requirement contained in the Commitment; (x) the Grantee has delivered a false certification pursuant to **Paragraph C.10** of the Commitment; and (xi) failure to comply with all Fair Housing and accessibility laws and regulations; and (xii) the full amount of any Recapture (as defined in the Grant Documents) that is due, plus any other amount due as a result thereof. Any liability incurred pursuant to this Paragraph shall be the personal liability of the Grantee. The provisions of this Paragraph shall have no effect on the liabilities and obligations contained in the Guaranty.

12. Amendment of Agreement. This Agreement shall not be altered or amended without the prior written approval of all of the parties hereto.

13. Execution of Conflicting Documents. Grantee warrants that it has not executed, and it agrees that it shall not execute, any other agreement with provisions contradictory, or in opposition, to the provisions of this Agreement, and that, in any event, the requirements of this Agreement are and shall be paramount and controlling as to the rights and obligations set forth in such other agreement and supersede any other requirements in conflict with this Agreement.

14. Partial Invalidity. If any term, covenant, condition or provision of this Agreement, or its application to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of it to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such determination and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Successors. Subject to the provisions of **Paragraph 8** hereof, this Agreement shall bind, and the benefits shall inure to, the parties to this Agreement, their legal representatives, successors in office or interest and assigns; however, Grantee may not assign this Agreement, or any of its obligations under this Agreement, without the prior written approval of the Authority.

16. Indemnification of the Authority. Except for matters arising solely from the gross negligence or willful misconduct of the Authority, Grantee agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Real Estate or the Development. Grantee further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims.

17. Exculpation. Neither the Fee Owner, nor any principal, heir, executor, administrator, partner, member, trustee of a member, stockholder, employee, employer, officer, director, manager, and as determined by the Fee Owner, agent or consultant, and any successors or assigns of any of the foregoing (including any person who serves at the request of the Fee Owner as a director, officer, manager, partner, employee or, as determined by the Fee Owner, agent or consultant) (each an

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“Indemnified Party”) shall have any liability to the Authority for any loss suffered by the Authority which arises out of any action or inaction of an Indemnified Party (to the extent such loss is attributable to such act or omission) which is undertaken or omitted in connection with such Indemnified Party’s performance of its duties under this Agreement.

18. Gender. The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

19. Captions. The captions used in this Agreement are used only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent.

20. Notices. Notices under this Agreement shall be given as provided in **Exhibit B** hereof.

21. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their authorized representatives.

GRANTEE:

FAMILY RESCUE, an Illinois not-for-profit corporation

By: David Offenberg
Name: David Offenberg
Its: President

TRUSTEE/FEE OWNER:

CHICAGO TITLE LAND TRUST COMPANY,
not personally but solely as successor Trustee under the terms of a certain trust agreement dated February 13, 1990 and known as Trust No. 3129 (a/k/a CT06003129)

By: _____
Name: _____
Its _____

CHICAGO TITLE LAND TRUST COMPANY,
not personally but solely as successor Trustee under the terms of a certain trust agreement dated December 21, 1990 and known as Trust No. 3193 (a/k/a CT06003193)

By: _____
Name: _____
Its _____

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Name: _____
Its: _____

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their authorized representatives.

GRANTEE:

FAMILY RESCUE, an Illinois not-for-profit corporation

By: _____
Name: David Offenberg
Its: President

TRUSTEE/FEE OWNER:

CHICAGO TITLE LAND TRUST COMPANY,
not personally but solely as successor Trustee under the terms of a certain trust agreement dated February 13, 1990 and known as Trust No. 3129 (a/k/a CT06003129)

By: *Rachel Huitsing*
Name: **RACHEL HUIJSING**
Its: **ASSISTANT VICE PRESIDENT**



CHICAGO TITLE LAND TRUST COMPANY,
not personally but solely as successor Trustee under the terms of a certain trust agreement dated December 21, 1990 and known as Trust No. 3193 (a/k/a CT06003193)

By: *Rachel Huitsing*
Name: **RACHEL HUIJSING**
Its: **ASSISTANT VICE PRESIDENT**



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 not personally. No personal liability or personal responsibility is 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.

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Name: _____
Its: _____

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Property of Cook County Clerk's Office

This instrument is executed by the undersigned and is intended to be a full and complete conveyance of the property described herein to the person or persons named herein as the grantee. The undersigned hereby certifies that the execution of this instrument is not subject to any lien or other claim of any person or persons and that the execution of this instrument is not subject to any other claim of any person or persons. The undersigned hereby certifies that the execution of this instrument is not subject to any other claim of any person or persons. The undersigned hereby certifies that the execution of this instrument is not subject to any other claim of any person or persons.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their authorized representatives.

GRANTEE:

FAMILY RESCUE, an Illinois not-for-profit corporation

By: _____
Name: David Offenberg
Its: President

TRUSTEE/FEE OWNER:

CHICAGO TITLE LAND TRUST COMPANY,
not personally but solely as successor Trustee under the terms of a certain trust agreement dated February 13, 1990 and known as Trust No. 3129 (a/k/a CT06003129)


By: _____
Name: _____
Its _____

CHICAGO TITLE LAND TRUST COMPANY,
not personally but solely as successor Trustee under the terms of a certain trust agreement dated December 21, 1990 and known as Trust No. 3193 (a/k/a CT06003193)

By: _____
Name: _____
Its _____

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

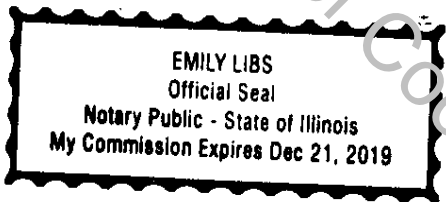
By: 
Name: Audija Hamernik
Its: Executive Director

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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, certify that David Offenber, personally known to me to be the President of Family Rescue, an Illinois not-for-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 acknowledged that he/she signed and delivered the said instrument in his/her capacity as President of Grantee, as his/her free and voluntary act and deed and as the free and voluntary act and deed of Grantee, for the uses and purposes therein set forth.

Given under my hand and official seal this 11th day of November, 2017.



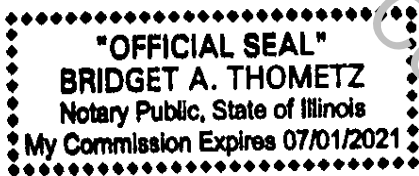
Emily Libs
Notary Public

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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, certify that RACHEL HUIJSING, personally known to me to be the Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY** and personally known to me to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as Trust Officer of **CHICAGO TITLE LAND TRUST COMPANY** as his/her free and voluntary act and deed and as the free and voluntary act and deed of **CHICAGO TITLE LAND TRUST COMPANY**, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal this 21st day of November, 2017.



Bridget Thometz
Notary Public

Notary of Cook County Clerk's Office

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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, certify that **RACHEL HUIJSING**, personally known to me to be the Assistant Vice Pres of **CHICAGO TITLE LAND TRUST COMPANY** and personally known to me to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as Trust Officer of **CHICAGO TITLE LAND TRUST COMPANY** as his/her free and voluntary act and deed and as the free and voluntary act and deed of **CHICAGO TITLE LAND TRUST COMPANY**, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal this 21st day of November, 2017.



Bridget Thometz
Notary Public

Notary of Cook County Clerk's Office

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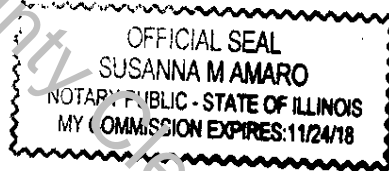
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that **Audra Hamernik**, personally known to me to be the **Executive Director** of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, 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 She signed and delivered the said instrument in her capacity as **Executive Director** of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY as her free and voluntary act and deed and as the free and voluntary act and deed of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY for the uses and purposes therein set forth.

Given under my hand and official seal this 16th day of Nov, 2017.



Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 8, 9, 10 AND 11 IN BLOCK 7 IN SOUTH JACKSON PARK SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN No.: 20-24-310-017-0000

6820 S. RIDGELAND AVE., CHICAGO, IL 60649

COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT B

NOTICE PROVISIONS

Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this document shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to the Authority:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: Director, Asset Management

with a copy to:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: General Counsel

If to Grantee:

Family Rescue
9204 S. Commercial Avenue
Chicago, Illinois 60617
Attention: Quadrella Mayfield

With a courtesy copy to:

DLA Piper LLP (US)
444 W. Lake Street, Suite 900
Chicago, Illinois 60606
Attention: Jeffrey N. Owen

In connection with a courtesy copy, the Authority will exercise reasonable efforts to provide copies of any notices given to Grantee; however, the Authority's failure to furnish copies of such notices shall not limit the Authority's exercise of any of its rights and remedies under any document evidencing, securing or governing the Grant from the Authority to Grantee, or affect the validity of the notice.

Such addresses may be changed by notice to the other party given in the same manner as provided in this Exhibit. Any notice, demand, request or other communication sent pursuant to

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subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

COOK COUNTY
RECORDER OF DEEDS

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