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\*2003017084\*

This document has been prepared by and after recording return to:

Charity & Associates, P.C.
20 North Clark Street
Suite 1150
Chicago, Illinois 60602
Attn: Brandon R. Calvert, Esq.

Doc# 2003017084 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/30/2020 04:04 PM PG: 1 OF 16

For Recorder's Use Only

RETENTION / REPAYMENT AGREEMENT FOR RENTAL PROJECTS USING LOW INCOME HOUSING TAX CREDITS (LIHTCs) AFFORDABLE HOUSING PROGRAM REPAYMENT AGREEMENT

THIS AFFORDABLE HOUSING PROGRAM REPAYMENT AGREEMENT is entered into on the 28th day of January, 2020, among BMO Harris Bank N.A., a national banking association ("Bank"), Volunteers of America of Illinois, an Illinois not for profit corporation (the "Sponsor") and Hope Manor Village Housing Limited Partnership, an Illinois limited partnership ("Owner").

RECITALS:

A. Pursuant to Section 721 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), the Federal Housing Finance Agency ("Agency") is required to cause each Federal Home Loan Bank ("FHLBank") to establish an affordable housing program ("AHP") to assist members of each FHLBank to finance affordable housing for very low, low and moderate income households.

B. Bank is a member of the Federal Home Loan Bank of Chicago ("Chicago Bank") and submitted an application dated June 15, 2017, as modified by a project change request submitted to Chicago Bank on April 3, 2019 and approved by Chicago Bank on June 17, 2019 (as modified, the "Application") for an AHP grant for the purchase, construction, or rehabilitation of property commonly known as Hope Manor Village, 5922, 5930, 5950, 5958, 6033, 6035, 6037, and 6050 South Green Street, 5930, 5932, 5944, 5947, 5956, 6100, and 6102 South Peoria Street, and 6101 South Sangamon Street, Chicago, Illinois, as legally described on Exhibit A attached hereto and incorporated herein by reference ("Property").

C. Pursuant to regulations (including, without limitation, those contained in 12 CFR Part 1291) promulgated by the Agency pursuant to FIRREA ("AHP Regulations"), members of each

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FHLBank are required to provide for the repayment of any subsidized advances or other subsidized assistance in connection with unused or improperly used AHP subsidies.

D. In connection with the AHP grant, Bank entered into that certain Affordable Housing Program Subsidy Agreement (“Subsidy Agreement”) with an effective date of November 14, 2017 with Chicago Bank and the Sponsor for project no. 2017A07044, pursuant to which the Bank and Sponsor agreed to be bound by AHP Regulations and perform certain monitoring functions with respect to the AHP Subsidy (as defined in Paragraph 1 below).

E. The parties desire to set forth those circumstances under which Bank shall be entitled to repayment of the AHP Subsidy from the Sponsor or Owner in connection with its AHP Subsidy to Sponsor for the purchase, construction, or rehabilitation of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

## AGREEMENTS

1. Subsidy Amount. The parties hereby acknowledge and agree that the Bank has concurrently herewith disbursed the sum of Five Hundred Forty Thousand and No/Dollars (\$540,000.00) (the “AHP Subsidy”) to Sponsor. The term, during which Sponsor and Owner must comply with the AHP Regulations to qualify and maintain the AHP Subsidy, is fifteen (15) years from the date of project completion, at which time this Agreement shall terminate (“Retention Period”). For purposes of this paragraph, the “date of project completion” shall mean the later of: 1) the date the project reports an 85% occupancy rate, 2) the date when construction or rehabilitation is complete, or 3) the date of the final disbursement of AHP Subsidy; or as otherwise determined by the FHLBank in its discretion.

2. Affordability Requirements. As further set forth herein, Owner agrees, during the term of the AHP Subsidy, to manage and operate a portion of the Property as rental housing for very low, or low income households. For purposes of this Agreement, “very low income households” shall mean households whose annual income as of initial occupancy is 50% or less of area median income and “low-income households” shall mean households whose annual income as of initial occupancy is 60% or less of area median income, each as determined from time to time by the U.S. Department of Housing and Urban Development (“HUD”), the AHP Regulations or as further provided in federal regulations. For the 36 units, Owner agrees to make twenty-two (22) of the units affordable for and occupied by very low income households and fourteen (14) units affordable for and occupied by low-income households. In addition, Owner agrees to reserve eight (8) units for homeless households (the “Homeless Household Commitment”) and eight (8) units for special needs populations (the “Special Needs Populations Commitment”).

For purposes of this Section 2, a “homeless household” is one that meets the definition set forth in the Federal Home Loan Bank of Chicago’s 2019 Affordable Housing Program Implementation Plan (“FHLBank Plan”), which includes four broad categories of homelessness: (i) people who are living in a place not meant for human habitation, in an emergency shelter, in transitional housing, or are exiting an institution where they resided; (ii) people who are losing their primary nighttime residence; (iii) families with children or unaccompanied youth who are unstably housed and likely to remain so; and (iv) people

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who are fleeing or attempting to flee domestic violence, have no other residence, and lack the resources or support networks to obtain other permanent housing.

In accordance with the Application, Owner agrees that eight (8) units reserved for homeless households shall be used for this population only. If a unit reserved for a homeless household is vacant and a qualified homeless household is not available to rent it, the reserved unit shall remain empty until it is leased to a qualified homeless household.

For purposes of this Section 2 and in accordance with the FHLBank Plan, the eight (8) units for special needs populations must either: (i) be rented to a household containing an individual meeting the definition of “special needs populations” under the FHLBank Plan, which defines “special needs populations” as individuals with physical, mental, or developmental disabilities; or (ii) be “visitable” by persons with physical disabilities who are not occupants of such unit. The FHLBank Plan defines a “visitable” unit as one including the following three features: (1) at least one zero-step entrance approached by an accessible route on a firm surface proceeding from a driveway, accessible parking lot, or public streets or sidewalks; (2) doorways that are 32 inches clear throughout the floor plan of the unit; and (3) basic access to at least one half-bath/powder room on the main floor.

3. Notice of Sale or Refinancing. The Bank and Chicago Bank shall be given written notice by Sponsor and/or Owner at least five (5) days prior to any sale or refinancing of the Property occurring prior to the end of the Retention Period.

4. Sale or Refinancing of the Property. If the Property is sold or refinanced prior to the end of the Retention Period, Sponsor and/or Owner must repay an amount equal to the full amount of the AHP Subsidy, unless the Property continues to be subject to a deed restriction or a mechanism incorporating income-eligibility and affordability restrictions committed to in the Application for the duration of the Retention Period.

5. Foreclosure. Upon any foreclosure resulting from any event of default under any senior mortgage on the Property securing the financing of for the project described in the Application, the income-eligibility and affordability restrictions applicable to the Property terminate. This provision does not apply to any mortgage on the Property granted by Owner in favor of Sponsor or its affiliate Volunteers of America of Illinois.

6. Compliance Documentation. Sponsor and Owner shall provide to the Bank any information regarding the project and use of the AHP subsidy pursuant to the AHP Regulations as amended from time to time and as required by the Chicago Bank.

7. Compliance. Sponsor and Owner shall at all times comply with all laws, rules and regulations (including, without limitation, AHP Regulations) and with the provisions contained in the Application and those provisions contained in the Subsidy Agreement as they relate to the construction, ownership, management and operation of the Property.

8. Breach of Affordability Requirements; Breach by Owner.

(a) In the event Owner or Sponsor, at any time during the term of the AHP Subsidy, default in their respective obligations to manage and operate the Property and provide compliance information

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as required pursuant to paragraph 6 above or otherwise fails to comply with the terms of this Agreement, the Subsidy Agreement, the Application, or any other document executed by Owner or Sponsor in connection with the award of the AHP Subsidy, and such default continues for a period of 60 days after notice to Owner and Sponsor from Bank or such shorter period of time required to avoid a default by Bank under the Subsidy Agreement, it shall be an Event of Default of this Agreement and Owner and/or Sponsor shall immediately pay Bank that portion of the AHP Subsidy which may be recaptured from Bank by Chicago Bank.

(b) Owner shall repay to Bank that portion of the AHP Subsidy, including interest, if appropriate, that, as a result of Owner's or Sponsor's actions or omission, is not used in compliance with the terms of the Application or the requirements of the AHP Regulations, unless such noncompliance is cured by Owner or Sponsor within a reasonable period of time or the circumstances of noncompliance are eliminated through a modification of the Application, pursuant to the AHP Regulations.

9. Indemnification and Survival. Sponsor and Owner hereby agree to fully and unconditionally indemnify, defend and hold harmless Bank from and against any judgments, losses, repayment, liabilities, damages (including consequential damages), costs, expenses of whatsoever kind or nature, including, without limitation, attorney's fees, expert witness fees, and any other professional fees and litigation expenses or other obligations incurred by Bank that may arise in any manner out of actions or omissions which result from Owner and/or Sponsor's respective performance or failure to perform pursuant to the terms of this Agreement. The representations, warranties, obligations and indemnification of Owner and Sponsor shall survive the term of this Agreement.

10. Notices. Notices, reports and communications hereunder shall be in writing and will be deemed to be properly given when personally delivered to the party entitled to receive the notice or three days after the same is sent by certified or registered U.S. mail, postage prepaid, or by overnight courier properly addressed to the party entitled to receive such notice at the addresses below; provided that recurring reports, certifications and ordinary communications shall be permitted to be transmitted electronically via facsimile. Any party may at any time give notice in writing to the other parties of a change of its address for the purpose of this Section 10.

If to Sponsor:      Volunteers of America of Illinois  
                                  47 W. Polk Street, Suite 250-2  
                                  Chicago, IL 60605  
                                  Attention: President and CEO

If to Owner:        Hope Manor Village Housing Limited Partnership  
                                  c/o Volunteers of America of Illinois  
                                  47 W. Polk Street, Suite 250-2  
                                  Chicago, IL 60605  
                                  Attention: President and CEO

Hope Manor Village Housing Limited Partnership  
                                  c/o Volunteers of America National Services  
                                  1660 Duke Street  
                                  Alexandria, VA 22314  
                                  Attention: President

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With a copy to:

Applegate & Thorne-Thomsen, P.C.  
425 S. Financial Place, Suite 1900  
Chicago, IL 60605  
Attn: Bill Skalitzky

and to:

NEF Assignment Corporation  
c/o National Equity Fund  
10 S. Riverside Plaza, Suite 1700  
Chicago, IL 60606  
Attention: General Counsel

If to Bank: BMO Harris Bank N.A.  
115 S. LaSalle St., Floor 19W  
Chicago, Illinois 60603  
Attention: Patricia K. Sessa

With a copy to:

Charity & Associates, P.C.  
20 N. Clark St., Suite 1150  
Chicago, Illinois 60602  
Attention: Brandon R. Calvert

If to Chicago Bank: Federal Home Loan Bank of Chicago  
200 East Randolph Drive  
Chicago, Illinois 60601  
Phone: 312-565-5824  
Fax: 312-565-6947  
Attention: Community Investment Department

11. Certifications. Sponsor and Owner hereby certify to Bank as follows:
  - (a) All the units in this Project will be open to income-qualified households without regard to sex, race, creed, religion, sexual orientation, or type or degree of disability.
  - (b) The AHP Subsidy shall only be for uses authorized under Part 1291 of the AHP Regulations.
12. Joint and Several. The obligations of Owner and Sponsor hereunder are joint and several.
13. Intentionally Omitted.

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14. Successors and Assigns. The rights and obligations of the parties to this Agreement shall inure to the benefit of, and shall be binding upon, their respective successors and assigns.

15. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. Modification, Waiver and Termination. This Agreement and each provision hereof may be modified, amended, changed, altered, waived, terminated or discharged only by a written instrument signed by the parties hereto.

18. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

19. Headings. The headings of sections and paragraphs in this Agreement are for convenience only and shall not be construed to limit or define the content, scope or intent of the provisions hereof. As used in this Agreement, the singular shall include plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

20. Nature of Remedies. Bank's remedies under this Agreement and any other document executed in connection with the AHP Subsidy shall be cumulative and concurrent and may be pursued singly, successively, or together against any or all of Sponsor, Owner and any other obligors, and Bank may resort to every other right or remedy available at law or in equity without first exhausting the rights and remedies contained herein. Failure of Bank, for any period of time or on more than one occasion, to exercise any option hereunder shall not constitute a waiver of the right to exercise the same at any time during the continued existence of the Event of Default or in the event of any subsequent Event of Default. Bank shall not by any other omission or act be deemed to waive any of its rights or remedies hereunder unless such waiver is in writing and signed by Bank, and then only to the extent specifically set forth therein. A waiver in connection with one event shall not be construed as continuing or as a bar to or as a waiver of any right or remedy in connection with a subsequent event.

[Signature Page Follows]

# UNOFFICIAL COPY

Executed and delivered as of the date first above written.

SPONSOR

BANK

Volunteers of America of Illinois,  
an Illinois not for profit corporation

BMO HARRIS BANK N.A.,  
a national banking association

By:   
Nancy Hughes Moyer  
President and CEO

By: \_\_\_\_\_  
Name: Patricia K. Sessa  
Title: Assistant Vice President

OWNER:

Hope Manor Village Housing Limited Partnership, an Illinois limited partnership

By: Hope Manor Village VOA Housing LLC, an Illinois limited liability company, its General Partner

By: Volunteers of America of Illinois, an Illinois not for profit corporation, a member

By:   
Nancy Hughes Moyer  
President and Chief Executive Officer

By: Volunteers of America National Services, a Minnesota non-profit corporation, a member

By: \_\_\_\_\_  
Name: Kimberly Black King  
Title: Assistant Secretary

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an Illinois not for profit corporation

BMO HARRIS BANK N.A.,  
a national banking association

By: \_\_\_\_\_  
Nancy Hughes Moyer  
President and CEO

By: \_\_\_\_\_  
Name: Patricia K. Sessa  
Title: Assistant Vice President

OWNER:

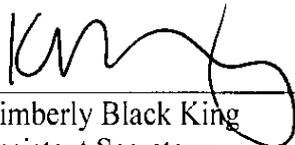
Hope Manor Village Housing Limited Partnership, an Illinois  
limited partnership

By: Hope Manor Village VOA Housing LLC, an Illinois limited  
liability company, its General Partner

By: Volunteers of America of Illinois, an Illinois not for profit  
corporation, a member

By: \_\_\_\_\_  
Nancy Hughes Moyer  
President and Chief Executive Officer

By: Volunteers of America National Services, a Minnesota non-  
profit corporation, a member

By:  \_\_\_\_\_  
Name: Kimberly Black King  
Title: Assistant Secretary

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President and Chief Executive Officer

By: Volunteers of America National Services, a Minnesota non-  
profit corporation, a member

By: \_\_\_\_\_  
Name: Kimberly Black King  
Title: Assistant Secretary

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## ACKNOWLEDGMENT

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Nancy Hughes Moyer, the President and Chief Executive Officer of Volunteers of America of Illinois ("VOAIL"); a member of Hope Manor Village VOA Housing LLC, an Illinois limited liability company that is also the general partner ("General Partner") of Hope Manor Village Housing Limited Partnership, an Illinois limited partnership (the "Partnership"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of VOAIL, as a member of the General Partner on behalf of the Partnership, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on December 9, 2019.

Denise G. Corcoran  
Notary Public

My Commission Expires: 8/20/23

[SEAL]



STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Patricia K. Sessa, Assistant Vice President of BMO Harris Bank N.A. (the "Bank"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of the Bank all for the uses and purposes set forth therein.

Given under my hand and notarial seal on December \_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[SEAL]

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Nancy Hughes Moyer, the President and Chief Executive Officer of Volunteers of America of Illinois ("VOAIL"), a member of Hope Manor Village VOA Housing LLC, an Illinois limited liability company that is also the general partner ("General Partner") of Hope Manor Village Housing Limited Partnership, an Illinois limited partnership (the "Partnership"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of VOAIL, as a member of the General Partner on behalf of the Partnership, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on December \_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ [SEAL]

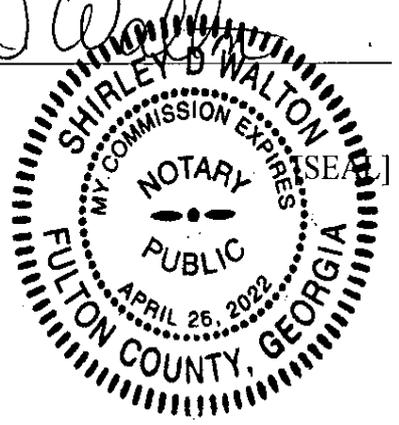
STATE OF Georgia        )  
  ) SS.  
COUNTY OF Fulton        )

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Patricia K. Sessa, Assistant Vice President of BMO Harris Bank N.A. (the "Bank"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of the Bank, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on December 6, 2019.

Shirley D. Walton  
Notary Public

My Commission Expires: April 26, 2022



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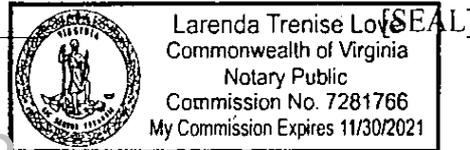
COMMONWEALTH OF VIRGINIA )  
 ) SS.  
CITY OF ALEXANDRIA )

The undersigned, a Notary Public in and for said County in the Commonwealth aforesaid, does hereby certify that Kimberly Black King, Assistant Secretary of Volunteers of America National Services ("VOANS"), a member of Hope Manor Village VOA Housing LLC, an Illinois limited liability company that is also the general partner ("General Partner") of Hope Manor Village Housing Limited Partnership, an Illinois limited partnership (the "Partnership"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of VOANS, as a member of the General Partner on behalf of the Partnership, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on December 9, 2019.

*Larenda Trenise Lov*  
\_\_\_\_\_  
Notary Public

My Commission Expires: Nov. 30, 2021



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County in the Commonwealth aforesaid, does hereby certify that Nancy Hughes Moyer, the President and Chief Executive Officer of Volunteers of America of Illinois ("VOAIL"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of VOAIL, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on December \_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ [SEAL]

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COMMONWEALTH OF VIRGINIA )  
 ) SS.  
CITY OF ALEXANDRIA )

The undersigned, a Notary Public in and for said County in the Commonwealth aforesaid, does hereby certify that Kimberly Black King, Assistant Secretary of Volunteers of America National Services ("VOANS"), a member of Hope Manor Village VOA Housing LLC, an Illinois limited liability company that is also the general partner ("General Partner") of Hope Manor Village Housing Limited Partnership, an Illinois limited partnership (the "Partnership"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of VOANS, as a member of the General Partner on behalf of the Partnership, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on December \_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ [SEAL]

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County in the Commonwealth aforesaid, does hereby certify that Nancy Hughes Moyer, the President and Chief Executive Officer of Volunteers of America of Illinois ("VOAIL"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of VOAIL, all for the uses and purposes set forth therein.

Given under my hand and notarial seal on December 9, 2019.

*Denise G. Corcoran*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 8/20/23



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EXHIBIT A ✓

## Legal Description of the Land

PARCEL 1:

LOT 41 IN BLOCK 4 IN MIFFLIN'S SUBDIVISION OF BLOCKS 3 AND 4 OF THOMPSON AND HOLMES SUBDIVISION OF THE EAST 45 ACRES OF THE NORTH 60 ACRES OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 40 IN BLOCK 4 IN MIFFLIN'S SUBDIVISION OF BLOCKS 3 AND 4 OF THOMPSON AND HOLMES SUBDIVISION OF THE EAST 45 ACRES OF THE NORTH 60 ACRES OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 35 IN BLOCK 4 IN MIFFLIN'S SUBDIVISION OF BLOCKS 3 AND 4 OF THOMPSON AND HOLMES SUBDIVISION OF THE EAST 45 ACRES OF THE NORTH 60 ACRES OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 30 IN DICKEY & BAKER'S SUBDIVISION OF BLOCK 5 IN THOMPSON AND HOLMES SUBDIVISION OF THE EAST 45 ACRES OF THE NORTH 60 ACRES OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 30 IN BLOCK 4 IN MIFFLIN'S SUBDIVISION OF BLOCKS 3 AND 4 OF THOMPSON AND HOLMES SUBDIVISION OF THE EAST 45 ACRES OF THE NORTH 60 ACRES OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 10 IN DICKEY & BAKER'S SUBDIVISION OF BLOCK 5 IN THOMPSON AND HOLMES SUBDIVISION OF THE EAST 45 ACRES OF THE NORTH 60 ACRES OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 13 IN DICKEY & BAKER'S SUBDIVISION OF BLOCK 5 IN THOMPSON AND HOLMES SUBDIVISION OF THE EAST 45 ACRES OF THE NORTH 60 ACRES OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 21 IN DICKEY & BAKER'S SUBDIVISION OF BLOCK 5 IN THOMPSON AND HOLMES SUBDIVISION OF

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THE EAST 45 ACRES OF THE NORTH 60 ACRES OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOT 24 IN DICKEY & BAKER'S SUBDIVISION OF BLOCK 5 IN THOMPSON AND HOLMES SUBDIVISION OF THE EAST 45 ACRES OF THE NORTH 60 ACRES OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOT 9 IN BLOCK 2 IN MINNICK'S SUBDIVISION OF THE EAST 11 ¼ ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THE NORTH 5.75 FEET OF LOT 23 AND ALL OF LOT 24 (EXCEPT THAT PART THEREOF LYING NORTH OF THE SOUTH 100 RODS OF THE SOUTH 100 ACRES OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN), IN BLOCK 1 IN MINNICK'S SUBDIVISION OF THE EAST 11 ¼ ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 12:

LOT 22 EXCEPT THE SOUTH 13 FEET THEREOF AND LOT 23 EXCEPT THE NORTH 5.75 FEET IN BLOCK 1 IN MINNICK'S SUBDIVISION OF THE EAST 11 ¼ ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 13:

THE NORTH 17 FEET 2 INCHES OF LOT 21 AND THE SOUTH 13 FEET OF LOT 22 IN BLOCK 1 IN MINNICK'S SUBDIVISION OF THE EAST 11 ¼ ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 14:

THE NORTH HALF OF A TRACT OF LAND BEING THAT PART OF LOTS 1 AND 2 IN CROCKER'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF 61<sup>ST</sup> STREET AND PEORIA STREET; THENCE SOUTH 50 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF 61<sup>ST</sup> STREET, 125.53 FEET TO THE EAST LINE OF ALLEY RUNNING NORTH AND SOUTH BETWEEN PEORIA STREET AND SANGAMON STREET; THENCE NORTHERLY ALONG EAST LINE OF SAID ALLEY 50 FEET TO THE SOUTH LINE OF SAID 61<sup>ST</sup> STREET; THENCE EAST TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 15:

THE SOUTH HALF OF A TRACT OF LAND BEING THAT PART OF LOTS 1 AND 2 IN CROCKER'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF

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SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF 61<sup>ST</sup> STREET AND PEORIA STREET; THENCE SOUTH 50 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF 61<sup>ST</sup> STREET, 125.53 FEET TO THE EAST LINE OF ALLEY RUNNING NORTH AND SOUTH BETWEEN PEORIA STREET AND SANGAMON STREET; THENCE NORTHERLY ALONG EAST LINE OF SAID ALLEY 50 FEET TO THE SOUTH LINE OF SAID 61<sup>ST</sup> STREET; THENCE EAST TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 16:

THE NORTH 28 ½ FEET OF LOT 14 IN BLOCK 1 OF KIRKPATRICK'S SUBDIVISION OF THE NORTH PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common addresses and PINs:

5922 S. Green St.	20-17-406-032
5930 S. Green St.	20-17-406-035
5950 S. Green St.	20-17-406-043
5958 S. Green St.	20-17-406-046
6033 S. Green St.	20-17-415-007
6035 S. Green St.	20-17-415-008
6037 S. Green St.	20-17-415-009 and 20-17-415-035
6050 S. Green St.	20-17-414-042
5930 S. Peoria St.	20-17-405-035
5932 S. Peoria St.	20-17-405-036
5944 S. Peoria St.	20-17-405-041
5947 S. Peoria St.	20-17-406-018
5956 S. Peoria St.	20-17-405-046
6100 S. Peoria St.	20-17-421-022
6102 S. Peoria St.	20-17-421-022
6101 S. Sangamon St.	20-17-421-001