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2222117048

Doc# 2222117048 Fee \$79.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/09/2022 01:42 PM PG: 1 OF 15

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**AMENDED AND RESTATED
SECTION 236(e)(2) USE AGREEMENT
FOLLOWING TERMINATION OF
SECTION 236(e)(2) AGREEMENT FOR
INTEREST REDUCTION PAYMENTS**

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**AMENDED AND RESTATED
 SECTION 236(e)(2) USE AGREEMENT
 FOLLOWING TERMINATION OF
 SECTION 236(e)(2) AGREEMENT FOR
 INTEREST REDUCTION PAYMENTS**

THIS AMENDED AND RESTATED SECTION 236(e)(2) USE AGREEMENT (this "**Agreement**") is made, as of July 28, 2022 by and between 6040 JPT, LLC, a Delaware limited liability company (the "**Owner**"), whose address is 551 Fifth Avenue, 23rd Floor, New York, NY 10176, and the **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**, Washington, D.C. (the "**Secretary**" or "**HUD**"), whose address is 77 West Jackson Boulevard, Chicago, Illinois, 60604.

RECITALS:

A. The Owner owns a leasehold interest in certain real property located in the City of Chicago, in the County of Cook, in the State of Illinois, as more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Real Property**"), on which is constructed that certain rental apartment project known as Jackson Park Terrace Apartments, known as FHA Project No. 071-35885, formerly known as FHA Project No. 071-35692, (the "**Project**" and, together with the Real Property, the "**Property**").

C. Jackson Parkside Partners, L.P., an Illinois limited partnership and HUD entered into a 236(e)(2) Use Agreement dated May 27, 2003, recorded June 16, 2003, as Document Number 0316732082 of the Cook County, Illinois Register of Deeds (the "**Land Records**"), as amended by that certain Amendment to Use Agreement dated October 1, 2017, recorded October 26, 2017 as Document Number 1729945041 of the Land Records (the "**Use Agreement**").

D. The Owner has requested the approval of the Secretary to terminate the existing Section 236(e)(2) Agreement for Interest Reduction Payments, and as a condition of the Secretary's approval of the termination of the Section 236(e)(2) Agreement for Interest Reduction Payments, the Owner has agreed that the Project shall be subject to certain rental restrictions and other requirements, as set forth herein.

E. The Owner desires and HUD consents to amend and restate the Use Agreement in its entirety.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set

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forth herein, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

2. **Definitions.**

a. **"Area Median Income"** shall mean the median gross income for a person or a family, as applicable, as from time to time calculated and released by the Secretary, based on the median income for the Chicago-Joliet-Naperville, IL Metropolitan Statistical Area (hereinafter called the **"Chicago MSA"**). If the Area Median Income for the Chicago MSA is no longer released at least annually by the Secretary, then the median income calculation which most closely approximates the afor said calculation, based on available data, as if it had been recalculated annually, shall be substituted as the Area Median Income for all purposes under this Use Agreement, and in such event, the parties hereto shall acknowledge in writing the utilization of such substitute median income calculation.

b. **"Current Tenants"** shall mean those tenants who are lawfully in residence at the Project on the date of this Use Agreement. Current Tenants shall not include any persons defined below as **"New Tenants."**

c. **"Initial Rent"** shall mean the monthly rents noted in the Rent Schedule attached hereto as **Exhibit B**, and made a part hereof. These rents must not exceed 30% of 80% of Area Median Income for a person or a family, as applicable.

d. **"New Tenants"** shall mean those tenants who lawfully begin residence at the Project after the date of this Agreement. New Tenants never become Current Tenants.

e. **"Lower Income Families"** are persons or families whose annual incomes do not exceed 80% of Area Median Income.

f. **"Very Low Income Families"** are persons or families whose annual incomes do not exceed 50% of Area Median Income.

3. **Term.** This Agreement shall remain in effect until October 1, 2056, (such period being hereinafter referred to as the **"Term"**).

4. **Use Restriction.** Throughout the Term, the Project shall be used solely as

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rental housing for Lower Income Families, with no reduction in the number of residential units and no Current Tenant shall be required to relocate on the basis of his or her income. The owner may rent to Very Low Income families.

a. The Owner shall not rent any unit to any New Tenant whose annual income exceeds eighty percent (80%) of the Area Median Income. The Owner shall obtain from each prospective New Tenant, prior to admission to the Project, a certification of income signed by such New Tenant. The Owner will make a reasonable effort to certify the accuracy of the income certification made by the New Tenant. The Owner shall maintain on file, for a period of not less than three (3) years, an executed original of each New Tenant's Income Certification. The Owner shall, following receipt of a written request, provide to the Secretary (or to such third party as the Secretary may, in his sole discretion, determine to give the monitoring function under this Use Agreement) copies of all New Tenant Income Certifications, and such other documents as may be reasonably required to evaluate the Owner's compliance with the terms of this Agreement. Any unit in the Project assisted by a project-based Housing Assistance Payments Contract under Section 8, 42 U.S.C. §1437f, shall be subject to the income eligibility criteria set out in 42 U.S.C. §1437n(c), (as amended).

b. For those units occupied by a Current Tenant, and the unit is not assisted by a project-based Section 8 Housing Assistance Payments Contract, the Owner shall not increase the Initial Rent for the unit without the prior approval by HUD pursuant to the "Procedures for Requesting Approval of an Increase in Maximum Permissible Rents" set out in 24 C.F.R. Part 245, Subpart D. For those units occupied by a Current Tenant, and the unit is assisted by a project-based Section 8 Housing Assistance Payments (HAP) Contract, rent increases shall be processed and determined in accordance with HAP Contract requirements.

c. For those units to be occupied by a New Tenant, the Owner may charge a rent for the unit type that does not exceed 30% of 80% of Area Median Income. Any rent increases resulting from such an increase in the Area Median Income are herein authorized and accepted, without necessity of any further approval or application, and may be implemented by the Owner at any time after such increase in the Area Median Income is released by HUD, subject to applicable requirements of any lease, and to any requirements of State or local law not superseded by Federal law.

5. Displacement Prohibition. No Current Tenant shall be displaced, except for good cause. The Owner agrees not to refuse to lease a dwelling unit offered for rent, or otherwise discriminate in the terms of tenancy, solely because any tenant or prospective tenant is the holder of a Certificate or a Voucher under Section 8 of the United States Public Housing Act of 1937 (42 U.S.C. §1437f), or any successor legislation (hereinafter

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referred to as "Section 8").

6. Tenant Selection. Unless designed primarily for occupancy by elderly persons, Owners shall not in selecting tenants discriminate against any person or persons by reason of the fact that there are children in the family.

7. Civil Rights Requirements. The Owner will comply with the provisions of any applicable federal, state or local law prohibiting discrimination in housing on the basis of race, color, religion, creed, sex, national origin, handicap, or familial status, including but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 90-284, 82 Stat. 73), the Fair Housing Act of 1968, as amended (42 U.S.C. §3601 et seq.; 24 CFR 100 et seq.), Executive Order 11063, and all requirements imposed by or pursuant to the regulations of the HUD implementing these authorities, including, but not limited to, 24 CFR Parts 1, 100, 107 and 110, and Subparts I and M of Part 200.

8. Housing Standards. The Owner agrees that throughout the Term, it shall (a) maintain the Project in good repair and condition in accordance with applicable local codes, and the Uniform Physical Condition Standards set forth in 24 CFR Part 5, Subpart G as amended; (b) maintain and operate the Units and related facilities to provide decent, safe and sanitary housing, including the provision of all services, maintenance and utilities; and (c) comply with the lead-based paint regulations set forth in 24 CFR Part 35, as amended.

9. Management and Maintenance of the Project.

a. The Owner shall provide for the management of the Project in a manner satisfactory to the Secretary. Any management contract entered into by the Owner involving the Project shall contain a provision that it shall be subject to termination, without penalty and with or without cause, upon written request by the Secretary addressed to the Owner. Upon receipt of such request the Owner shall immediately terminate the contract within a period of not more than thirty days and shall make arrangements satisfactory to the Secretary for continuing proper management of the Project.

b. The Owner shall not, without the prior written approval of the Secretary, demolish any part of the Project or subtract from, without replacing, any real or personal property of the Project. In the event all or any of the buildings constituting the Project are destroyed or damaged by fire or other casualty, the money derived from any insurance on the property shall be applied to rebuild the Project unless otherwise directed by the Secretary.

c. The books and records, documents and other papers relating to the financial condition of the Project, shall at all times be maintained in accordance

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with Generally Accepted Accounting Principals which can be subjected to an audit performed in accordance with Generally Accepted Auditing Standards and shall be subject to examination and inspection at any reasonable time by the Secretary or his duly authorized agents. The Owner shall keep copies of all written contracts or other instruments that affect the Project, all or any of which may be subject to inspection and examination by the Secretary or his agents.

10. Violations and Secretary's Remedies. If the Secretary determines that the Owner has violated any of the terms of this Agreement, the Secretary shall notify the Owner of its determination and the Owner shall have thirty (30) calendar days after receipt of such notification in which to cure the violation. Promptly following the expiration of the foregoing thirty (30) day period, the Secretary shall reinspect the Project and/or take other investigative steps as it deems necessary in order to ensure compliance. Failure to cure the violation shall deem the owner in default. The parties further agree that upon any default under this Agreement, the Secretary may apply to any court, state or federal, for specific performance of this Agreement, or for such other equitable relief as may be appropriate, since the injury to the Secretary arising from a violation under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.

11. Reports. The Owner shall provide the Secretary an annual financial statement in compliance with 24 CFR Part 5, Subpart H, *Uniform Financial Reporting Standards*. The Owner will provide the Secretary with an annual certification that 1) the unit meets HUD's physical inspection standards contained in 24 CFR Part 5, Subpart G, *Physical Condition Standards and Inspection Requirements*, 2) family income meets the income restrictions as set out in this Agreement, and, 3) eligible families are paying rent for the units that is no more than 30% of 80% of area median income. A supplemental certification will be provided when a family moves or a new unit is substituted.

An event of default by the owner will include any of the following:

- a. Failure to provide an annual certification as required by the above paragraph.
- b. Failure to provide a supplemental certification as required by the above paragraph.
- c. Failure to submit the annual report as required by the above paragraph, or submission of an annual report that contains inaccurate information.
- d. Failure to charge income eligible residents occupying affordable housing units an amount that is within the monthly affordable rent limits.

Upon an event of default and the owner's failure to take corrective action to the

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Secretary's satisfaction, the Owner agrees to provide the Secretary with liquidated damages. The liquidated damages shall be in an amount no less than \$1,000 per violation per unit. Such liquidated damages shall be levied every three months commencing with the end of the corrective period until compliance is achieved. In the event of a default under part d, the liquidated damages will be calculated monthly and will be equal to the amount by which the rent actually charged in any month for any affordable housing unit exceeds the monthly affordable housing rent for that unit.

The Secretary may seek any other legal or equitable remedy, including but not limited to, specific performance, in addition to liquidated damages.

12. Covenants to Run with Land. The Owner hereby subjects the Property to the covenants, reservations and restrictions set forth in this Agreement. The Owner hereby declares its express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon the successors in title to the Property throughout the Term. Each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. The Secretary hereby agrees that, upon the request of the Owner made on or after the expiration of the Term, the Secretary shall execute a recordable instrument approved by the Secretary for purposes of releasing this Agreement of record. All costs and expenses relating to the preparation and recording of such release shall be paid by the Owner.

13. Superiority. The parties hereto understand and agree that, notwithstanding any provisions contained in this Agreement, or any other instrument or agreement affecting the Property, the restrictions and covenants hereunder are not intended by the parties hereto to either create a lien upon the Property, or grant any right of foreclosure, under the laws of the jurisdiction where the project is located, to any party hereto or third party beneficiary hereof upon a default of any provision herein, rather they are intended by the parties hereto to constitute a restrictive covenant that is filed of record prior in time to any instrument or agreement granting a security interest in the Project, and that, notwithstanding a foreclosure or transfer of title pursuant to any other instrument or agreement, the restrictive covenants and provisions hereunder shall remain in full force and effect.

14. Other Agreements. The Owner represents and warrants that it has not and will not execute any other agreements with provisions contradictory or in opposition to the provisions of this Agreement and that, in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth herein and

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supersede any other conflicting requirements.

15. Binding Effect. Upon conveyance of the Property during the Term, the Owner shall require its successor or assignee to assume its obligations under this Agreement. In any event, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

16. Amendment. This Agreement may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.

17. Severability. Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

18. Recording. The Owner, for itself, its successors and assigns, hereby agrees and acknowledges that this Agreement shall immediately be recorded by Owner, at no expense to HUD, in the appropriate land records office and returned to HUD as soon as possible following recordation and prior to prepayment.

19. Notice to Tenants upon Expiration of Use Agreement. The Owner shall notify each Tenant at least 90 days prior to the expiration of the Term of the Use Agreement that after the expiration of the Term of the Use Agreement, the Owner will be free to alter unit rents without the Secretary's approval (to the extent that the unit rents are not otherwise regulated by the Secretary under a Housing Assistance Payments Contract), and that the Tenant will be required to bear the entire cost of the rent, subject to any applicable requirements or restrictions under the lease or under State or local law. The notice to each Tenant shall also state: (a) The actual (if known) or the estimated unit rent that each Tenant will be charged for the unit that Tenant occupies following the expiration of the Term of the Use Agreement; (b) the difference between the actual (if known) or estimated unit rent that each Tenant will be charged for the unit that Tenant occupies, and the current unit rent paid by each Tenant the Terms of the Use Agreement. The Owner shall provide the Secretary a certification that each Tenant has been notified in accordance with this provision with an example of the text of the notice attached.

20. Headings. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.

21. Governing Law. This Agreement shall be governed by all applicable federal laws and the laws of the state in which the Project is located.

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22. Counterparts. This Agreement may be executed in any number of counterparts, all of which counterparts shall be construed together and shall constitute but one agreement.

23. Signatory Authority. Any person signing this Agreement on behalf of a party (e.g., the General Partner signing for an owner) represents that he or she has the authority to bind the party for whom he or she is signing.

[Signatures and Acknowledgements Follow]

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**SECRETARY OF HOUSING AND URBAN DEVELOPMENT,
WASHINGTON, D.C.**

By: *Daniel J. Burke*
Signature of Authorized Representative

Daniel J. Burke
Director, Multifamily Midwest Regional Center

Name and Title (Print)

STATE OF ILLINOIS)

COUNTY OF Cook

On the 28 day of June, 2022, before me appeared Daniel Burke, who being duly sworn, did say that she is the duly appointed Authorized Agent and the person who executed the foregoing instrument by virtue of the authority vested in her and acknowledged the same to be her free and voluntary act and deed as Authorized Agent for and on behalf of the Secretary of Housing and Urban Development.

WITNESS my hand and seal the 28 day of June, 2022.

ei

Notary Public

My Commission Expires:
11/23/2025



[End of Signature and Acknowledgement Pages]

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Exhibit A**Legal Description.****PARCEL A:**

LEASEHOLD ESTATE CREATED BY THAT CERTAIN AGREEMENT OF LEASE MADE BY THE UNIVERSITY OF CHICAGO TO JACKSON PARK TERRACE DEVELOPMENT ASSOCIATION, A NOT FOR PROFIT CORPORATION OF ILLINOIS, DATED JANUARY 18, 1973 AND RECORDED FEBRUARY 14, 1973 AS DOCUMENT NUMBER 22221347 AND FILED FEBRUARY 14, 1973 AS DOCUMENT NUMBER LR 2675250 AND ASSIGNED TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1983 AND KNOWN AS TRUST NUMBER 57971 ON SEPTEMBER 1, 1983, RECORDED DECEMBER 30, 1983 AS DOCUMENT NUMBER 26914206 AND ASSIGNED TO WOODLAWN COMMUNITY DEVELOPMENT CORPORATION ON JUNE 12, 2003, RECORDED JUNE 16, 2003 AS DOCUMENT NUMBER 0316732078 AND ASSIGNED TO JACKSON PARKSIDE PARTNERS, L.P., AN ILLINOIS LIMITED PARTNERSHIP ON JUNE 12, 2003, RECORDED JUNE 16, 2003 AS DOCUMENT NUMBER 0316732079 AND AMENDED BY FIRST AMENDMENT TO LEASE BY AND BETWEEN THE UNIVERSITY OF CHICAGO AND JACKSON PARKSIDE PARTNERS, L.P., ON JUNE 12, 2003, RECORDED JUNE 16, 2003 AS DOCUMENT NUMBER 0316732081, AND AMENDED BY SECOND AMENDMENT TO LEASE BY AND BETWEEN THE UNIVERSITY OF CHICAGO AND JACKSON PARKSIDE PARTNERS, L.P. ON OCTOBER 1, 2017, RECORDED OCTOBER 26, 2017 AS DOCUMENT NUMBER 1729945040 LEASING THE LAND (EXCEPT THE BUILDINGS, AS THAT TERM IS DEFINED IN THE FIRST AMENDMENT TO LEASE BY AND BETWEEN THE UNIVERSITY OF CHICAGO AND JACKSON PARKSIDE PARTNERS, L.P., AN ILLINOIS LIMITED PARTNERSHIP) DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTH 10 FEET OF LOT 12 AND ALL OF LOTS 13 TO 19, LOT 20 (EXCEPT THE NORTH 40 FEET THEREOF) AND (EXCEPT THE SOUTH 16 FEET OF THE NORTH 56 FEET OF THE WEST 5 FEET OF SAID LOT 20), LOT 21 (EXCEPT THE NORTH 40 FEET THEREOF) AND ALL OF LOTS 22 TO 29 INCLUSIVE IN JACKSON PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS.

LOTS 1, 2, 3, 4, AND 5 (EXCEPT THE WEST 40 FEET OF SAID LOT 5) IN NELSON AND BENNETT'S SUBDIVISION OF THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE

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SOUTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE ILLINOIS CENTRAL RAILROAD (EXCEPT THE SOUTH 20 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

LOTS 1, 2, 3, AND 4 IN THE RESUBDIVISION OF THE WEST 40 FEET OF LOT 5 AND THE EAST 34 FEET OF LOT 6 IN NELSON AND BENNETT'S SUBDIVISION AFORESAID, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 3 AND 4 (EXCEPT THE EAST 5 FEET OF THE NORTH 56 FEET OF SAID LOT 3) IN JACKSON PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF THE ILLINOIS CENTRAL RAILROAD IN COOK COUNTY, ILLINOIS.

PARCEL 2-A:

LOT 12 (EXCEPT THE NORTH 10 FEET THEREOF) IN JACKSON PARK, A SUBDIVISION OF THAT PART OF THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD (BEING 55 $\frac{1}{2}$ FEET BY 159), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 7, 8, 9, 10 AND 11 JACKSON PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

LOTS 8, 9 AND THE EAST $\frac{1}{2}$ OF LOT 10 AND ALL OF LOTS 11 AND 12 IN NELSON AND BENNETT'S SUBDIVISION OF THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE ILLINOIS CENTRAL RAILROAD (EXCEPT THE SOUTH 20 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 5 AND 6 IN JACKSON PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP

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38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE WEST $\frac{1}{2}$ OF LOT 10 IN NELSON AND BENNETT'S SUBDIVISION OF THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$, LYING EAST OF THE RAILROAD OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 20 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

EXCEPT FROM SAID PARCELS 1, 2, 2A, 3, 4 AND 5 ALL BUILDINGS LOCATED THEREON.

PARCEL B:

ALL BUILDINGS (AS THAT TERM IS DEFINED IN THE FIRST AMENDMENT TO LEASE BY AND BETWEEN THE UNIVERSITY OF CHICAGO AND JACKSON PARKSIDE PARTNERS, L.P., AN ILLINOIS LIMITED PARTNERSHIP) LOCATED ON THE LAND DESCRIBED IN PARCEL A.

For Information Only:

Permanent Tax / Assessor Parcel Number(s) 20-14-405-006-0000

Permanent Tax / Assessor Parcel Number(s) 20-14-405-007-0000

Permanent Tax / Assessor Parcel Number(s) 20-14-405-022-0000

Permanent Tax / Assessor Parcel Number(s) 20-14-405-023-0000

Permanent Tax / Assessor Parcel Number(s) 20-14-405-024-0000

Permanent Tax / Assessor Parcel Number(s) 20-14-406-042-0000

Permanent Tax / Assessor Parcel Number(s) 20-14-406-043-0000

Permanent Tax / Assessor Parcel Number(s) 20-14-406-044-0000

Permanent Tax / Assessor Parcel Number(s) 20-14-406-045-0000

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Exhibit B

Rent Schedule*

Unit Type	Rent
Studio	\$635
1BR	\$730
1 BR	\$765
2 BR (Highrise)	\$855
2 BR (Highrise)	\$930
2 BR (Garden)	\$866
2 BR (Garden)	\$938
2 BR (Townhouse)	\$875
2 BR (Townhouse)	\$950
3 BR (Garden)	\$989
3 BR (Garden)	\$1,066
3 BR (Townhouse)	\$1,008
3 BR (Townhouse)	\$1,085
4 BR	\$1,114
4 BR	\$1,189

*Does not include units assisted under the project-based Section 8 Housing Assistance Payments Contract

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