### Illinois Anti-Predatory **Lending Database Program**

Certificate of Exemption



844-768-1713 41065234P (32A

Joc# 2301808114 Fee \$169.00

!HSP FEE:\$9.00 RPRF FEE: \$1.00

(AREN A. YARBROUGH :00K COUNTY CLERK

DATE: 01/18/2023 03:48 PM PG: 1 OF 60

The property identified as:

PIN: 17-17-320-002-0000

Address:

Street:

907-909 SOUTH ADA STREF, I

Street line 2:

City: CHICAGO

State: IL

**ZIP Code: 60607** 

Lender: HEARTLAND HOUSING, INC.

Borrower: RS AFFORDABLE I LLC

Loan / Mortgage Amount: \$2,555,556.00

County Clark's This property is located within the program area and is exempt from the requirements of 765 LCS 77/70 et seq. because it is commercial property.

Certificate number: 13EAA91C-3DE4-468A-BCAC-CC7145093E32

Execution date: 1/10/2023



2301808114 Page: 2 of 60

### **UNOFFICIAL COPY**

This instrument was prepared by and after recording return to:

Gregory C. Whitehead Applegate & Thorne-Thomsen, P.C. 425 S. Financial Place, Suite 1900 Chicago, Illinois 60605

0000 Ox

Above space for Recorder's Use Only

### JUNIOR LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND SECURY Y AGREEMENT (Seller Loan)

THIS JUNIOR LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the "Mortgage") is made as of January 10, 2023, by RS AFFORDABLE I LLC, an Illinois limited liability company (the 'Enrower"), to HEARTLAND HOUSING, INC., an Illinois not for profit corporation (the "Lender").

#### RECITALS

WHEREAS, Borrower is obtaining a mortgage loan from Lender in the amount of Two Million Five Hundred Fifty-Five Thousand Five Hundred Fifty-Six and No/160 Dollars (\$2,555,556) (the "Mortgage Loan") to finance the development of a multifamily rental housing project that is part of the development commonly known as Roosevelt Square in Chicago, Illinois (the "Project");

WHEREAS, the Mortgage Loan is evidenced by a promissory note dated as of the date hereof from Borrower to Lender in the amount of the Mortgage Loan (the "Note") bearing interest at 3.84% with a maturity date of January 10, 2065. The Mortgage Loan will be repaid on the terms stated in the Note.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, BORROWER HEREBY CONVEYS, GRANTS, MORTGAGES AND

WARRANTS TO LENDER, ITS SUCCESSORS AND ASSIGNS, the estate, right, title and leasehold interest of Borrower as set forth in (i) that certain Ground Lease for the land located at 1002 South Racine Avenue, 1257 West Roosevelt Road and 1357 West Roosevelt Road, and 919-925 South Ada Street, of even date herewith between Chicago Housing Authority ("CHA" or "Lessor") and Heartland Housing, Inc., and as assigned to Borrower pursuant to that certain Assignment and Assumption of Ground Lease of even date herewith by and among Heartland Housing, Inc. and Borrower and consented to by CHA, and (ii) that certain Assignment, Assumption and Amendment of Ground Leases for the land located at several scattered sites along Arthington Street, Taylor Street, Lytle Street, Racine Avenue, Roosevelt Road, Blue Island Avenue, Washburn Street, and 13th Street in Chicago, Cook County, Illinois and known as Roosevelt Square 1 by and among CHA, Borrower, and Roosevelt Square I Limited Partnership, an Illinois linuted partnership, which amends and assigns (a) that certain Ground Lease dated September 1, 2004 and recorded September 10, 2004 at the Cook County Recorder of Deeds (the "Recorder's Office") as Document No. 0425441021 and (b) that certain Ground Lease dated September 1, 2004 and recorded September 10, 2004 at the Recorder's Office as Document No. 0425441020, and amended by that certain Amendment to Ground Lease dated June 6, 2005 and recorded July 14, 2006 at the Recorder's Office as Document No. 0619534097. in the real estate in Chicago, Cook County, Illino's legally described on Exhibit A attached hereto and incorporated herein (the "Property");

### FOR THE PURPOSE OF SECURING:

- A. Payment of that certain indebte lness in the principal amount of the Mortgage Loan evidenced by the Note, which Note together with any and all amendments, modifications, extensions and renewals thereof, however evidenced, are herein by reference made a part of this Mortgage;
- B. Payment of all sums advanced by Lender to protect the Property and to enforce its rights under this Mortgage; and
- C. Performance of Borrower's obligations and agreements with respect to the Note, this Mortgage and any other instrument now or hereafter given to evidence or further secure the payment of the Indebtedness (as that term is defined in **Section 1** herein) and any modification or amendment thereof (this Mortgage, the Note, and any other instruments or documents executed in connection with the Mortgage Loan, including any modifications, extensions and renewals thereof, are hereinafter referred to collectively as the "Loan Documents").

In addition to the Property, Borrower also grants, mortgages and warrants to Lender, its successors and assigns, the following to secure the obligations set forth in paragraphs (A) through (C) above: (i) all buildings and improvements of every kind and description now or hereafter erected or placed on the Property (the "Improvements"); and (ii) all goods affixed or to be affixed to the Property or the Improvements, and all machinery, apparatus, equipment, fittings, and articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon the Property or the Improvements or any part thereof and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by the Borrower, including but without limiting the generality of the foregoing, all gas and electric fixtures, heating,

lighting, and plumbing fixtures, laundry, incinerating and power equipment, engines and machinery, radiators, heaters, furnaces, steam and hot water boilers, stoves, ranges, refrigerators, elevators, pipes, pumps, ducts, tanks, motors, compressors, conduits, switchboards, fire-prevention, fire-extinguishing, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, bathtubs, sinks, water closets, basins, cabinets, mantels, furniture, shades, awnings, partitions, screens, blinds, curtains, carpeting and other furnishings (the "Personal Property").

The Property, Personal Property and Improvements together comprise the "Mortgaged Property", and are part and parcel of the Mortgaged Property and appropriated to the use of the Mortgaged Property and, whether affixed or annexed or not, shall conclusively be deemed subject to the lien of this Mortgage. Borrower agrees to execute, acknowledge and deliver, from time to time, any other documents that are necessary to confirm and perfect the lien of this Mortgage on any Personal Property under the provisions of the Uniform Commercial Code of the State of Illinois, as in effect iron time to time (the "Code"). This Mortgage is also a security agreement, and is intended to be effective as a financing statement. To the extent that any of the articles of Personal Property described above may, or are deemed to, constitute goods (as such term is used in the Code) and not part of the Property or Improvements, this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Lender, as a secured party, and Mortgagor, as Debtor, all in accordance with the Code.

TO HAVE AND TO HOLD the Mortgaged Property unto Lender, its successors and assigns, forever, for the purposes and uses set forth in this Mortgage provided that if Borrower makes all payments when due under the Loan Documents and performs all of the agreements contained in this Mortgage, then this Mortgage and the other Loan Documents shall be null and void; otherwise to remain in full effect.

Borrower hereby agrees, covenants with, represents and warrants to Lender and any purchaser at any foreclosure sale, as of the date hereof and until the Indebtedness is paid in full and all other obligations of Borrower under this Mortgage and the Note are performed in full, as follows:

- 1. <u>Payment of Indebtedness</u>. Borrower shall pay, promptly when due, in indebtedness required to be paid pursuant to the Note; all charges, fees and other sums required to be paid pursuant to the Loan Documents; and all other amounts, obligations and indebtedness secured by this Mortgage (collectively, the "Indebtedness"), and Borrower hereby waives all rights that now or hereafter are conferred by statute or otherwise to assert, any right to any demand, counterclaim, offset, deduction or defense.
- 2. <u>Subordination of Mortgage</u>. The liens, terms and conditions contained in this Mortgage are and shall be subject and subordinate in all respects to the liens, terms and conditions contained in the following documents, all of which have been or are intended to be recorded in the Cook County Clerk's office prior to the recording of this Mortgage:
  - (i) Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture

- Filing by Borrower in favor of the City of Chicago;
- (ii) Donation Tax Credit Note Subordinate Leasehold Mortgage, Security Agreement and Financing Statement by Borrower in favor of CHA;
- (iii) Donation Tax Credit Note Assignment of Rents and Leases by Borrower in favor of CHA;
- (iv) Subordinate Leasehold Mortgage, Security Agreement and Financing Statement executed by Borrower in favor of CHA;
- (v) Subordinate Assignment of Rents and Leases executed by Borrower in favor of CHA; and
- (vi) Rental Assistance Demonstration Use Agreement executed by Borrower for the benefit of the United States Department of Housing and Urban Development.

Notwithstanding any provision of this Mortgage to the contrary, Borrower may refinance any loan which is superior and/or subordinate to the loan secured by this Mortgage so long as (i) the principal balance of the superior and/or subordinate loan being refinanced ("New Loan") does not exceed the outstanding balance of the original superior and/or subordinate loan, as the case may be, at the time of such refinancing plus the reasonable cost of such refinancing, (ii) the holder of the New Loan is an institutional, not for profit or governmental lender, and (iii) the New Loan is on the then-existing market terms and conditions for loans of its type. Lender hereby agrees to subordinate its Mortgage to any such refinancing of a superior loan at the time such refinancing takes place.

- 3. <u>Care and Use of Mortgaged Property</u>. Borrower shall not commit any material physical waste on the Mortgaged Property.
- 4. Payment of Taxes and Impositions. Subject to Section 6, Borrower shall pay, not less than ten (10) days before any penalty or interest attaches, all real estate taxes and assessments (general or special), water charges, drainage charges, sewer charges and all other charges that may be imposed on the Mortgaged Property or any part thereof or interest therein (collectively, the "Impositions") and, at the request of Lender, shall exhibit to Lender official receipts evidencing such payments; provided, however, that if, by law, any such Impositions are payable in installments (or may be so paid at the option of the taxpayer), Borrower may pay the same together with any accrued interest on the unpaid balance in installments as they become due and before any cost may be added thereto for nonpayment.
- 5. Payment of Expenses; No Liens. Subject to Section 6, Borrower shall (a) pay when due all expenses incurred and all claims for labor and materials furnished in connection with the Mortgaged Property; (b) keep the Mortgaged Property free from all liens, charges, mortgages, security agreements and encumbrances, other than (i) Impositions not yet due, (ii) the documents evidencing the indebtedness described in Section 2 herein, and (iii) such other encumbrances and restrictions as are reflected on the owner's title policy issued to Borrower on or about the date hereof, which Lender has reviewed; and (c) exhibit to Lender, upon request, satisfactory evidence of the payment and discharge of any such liens, charges and encumbrances.
- 6. <u>Right to Contest</u>. Notwithstanding anything in this Mortgage to the contrary, Borrower shall have the right to contest the validity (or the applicability to Borrower, the Mortgaged Property, the Note, or this Mortgage) of any tax, assessment, law, ordinance, lien, charge or encumbrance referred to in **Sections 4 or 5** herein of this Mortgage (other than those described in

Section 5 (b)(ii) or (b)(iii) hereof). Borrower agrees to prosecute any such contest diligently and by appropriate legal proceedings that (a) will prevent the enforcement of the matter under contest and the sale or forfeiture of the Mortgaged Property or any portion thereof or interest therein, (b) will not impair the lien of this Mortgage, and (c) will not interfere with the use or occupancy of the Mortgaged Property or the normal conduct of business thereon.

7. <u>Insurance</u>; <u>Application of Insurance Proceeds</u>. Borrower will keep the Improvements insured against loss from fire and such other hazards, casualties, and contingencies as required by senior mortgages encumbering the Mortgaged Property. If Borrower fails to do so, Lender shall have the right to obtain the required insurance. In the event Lender obtains such insurance, Borrower covenants that it shall immediately reimburse Lender for the cost. All insurance policies covering the Mortgaged Property shall be endorsed and contain loss payable clauses acceptable to Lender naming Lender as an additional insured or loss payee as applicable.

Subject to the lights of any senior lienholders and rights granted under any documents identified in Section 2 hereof, if the Mortgaged Property, or any part thereof, is damaged by fire or other insured hazard, the amounts paid by any insurance company pursuant to the policy of insurance shall be paid to Leguer to the extent of the Indebtedness then remaining unpaid. Notwithstanding the foregoing, Borrover shall have the right to rebuild the Improvements as nearly as possible to its value, condition and operational character immediately prior to any such damage, and to use all available insurance proceeds therefore, provided that sufficient funds from all sources are available to rebuild the Project. Lender shall make the insurance proceeds available for such purpose, after the payment of all of Lender's expenses in connection with such proceedings, including costs and reasonable attorneys' fees. If the casualty affects only part of the Project and total rebuilding is infeasible, Borrower shall have the right to use the proceeds for partial rebuilding and partial repayment of the Loan. Subject to Lender's consent, which may be granted or denied in its reasonable discretion, the Note may be reamortized on terms acceptable to the Lender if a partial pre-payment is made from insurance proceeds received as the result of damage to or the partial destruction of the Mortgaged Property, and there is a resulting loss of income from the Mortgaged Property.

- 8. Assignment of Condemnation Awards. For so long as any Indebtedness remains outstanding, subject to the rights of any senior lienholders and rights granted under any documents identified in Section 2 hereof, Borrower hereby assigns to Lender, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Mortgaged Property for public use, and the proceeds of all such awards shall be paid to Lender. Notwithstanding the foregoing, Borrower shall have the right to apply such proceeds towards the cost of repair or reconstruction of the Mortgaged Property in accordance with Section 7 and Lender shall make such proceeds available for such purpose, after the payment of all of Lender's expenses in connection with such proceedings, including costs and attorneys' fees. Borrower shall immediately notify Lender of any actual or threatened condemnation or eminent domain proceedings and shall give to Lender at any time any additional instruments requested by Lender for the purpose of validly assigning all awards or appealing from any such award.
- 9. <u>Further Representations, Warranties and Covenants of Borrower</u>. To induce Lender to make any loan secured hereby, in addition to all other covenants, representations and warranties

contained in this Mortgage, Borrower further represents, warrants and covenants, as of the date hereof and until the Indebtedness is paid in full and all other obligations of Borrower under this Mortgage or the Note are performed in full, as follows:

- a. <u>Power and Authority</u>. Borrower is duly organized and validly existing in its state of organization, is qualified to do business and is in good standing in the state in which the Mortgaged Property is located, and has full power and due authority to execute, deliver and perform the obligations of Borrower under this Mortgage and the Note.
- b. Nature of Loan and Mortgaged Property. The proceeds of the Note are from a "business loan" (as that term is used in 815 ILCS 205/4(1)(c)); Borrower is borrowing money for the purpose of carrying on or acquiring a business of Borrower of the nature described in 815 ILCS 205/4(1)(c); and the proceeds of the Note shall be used exclusively for the purpose of carrying on or acquiring a business of Borrower of the nature described in 815 ILCS 205/4(1)(c).
- 10. Lender's Right of Inspection; Further Assurances. Borrower shall (a) permit Lender or its representatives to enter on and inspect the Mortgaged Property at all reasonable times, and (b) prepare such summaries and reports with respect to the Mortgaged Property as Lender may request. Borrower, at its sole cost and expense, shall do such further acts and execute such further documents as Lender may require at any time to better assign and confirm unto Lender the rights now or hereafter intended to be granted to Lender under this Mortgage or any other instrument or Loan Document. Borrower hereby appoints Lender its attorney-in-fact and authorizes Lender to execute, acknowledge and deliver in the name of Borrower the instruments required by Lender pursuant this Section 10 herein to the extent permitted by law. This power, being coupled with an interest, shall be irrevocable as long as any part of the indebtedness remains unpaid.
- Lender's Right to Cure. Upon the occurrence of any Event of Default (as defined in Section 12 herein), Lender may, at its option, in any form and manner and without inquiry into the validity thereof, make any payment or perform any act hereinize fore required of Borrower, including but not limited to making full or partial payments on other encumbrances, if any, discharging any tax lien, redeeming all or any portion of the Mortgaged Property from any tax sale, or contesting any tax or assessment. In no event shall such actions by Lender be construed as a waiver of any Event of Default. The amount of all moneys paid for any of the purposes herein authorized, all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and all other moneys advanced by Lender to protect the Mortgaged Property and the lien of this Mortgage shall be additional Indebtedness secured hereby and shall become immediately due and payable without notice.
- 12. **Events of Defaults.** Any of the following shall constitute an "Event of Default" under this Mortgage:
- a. <u>Non-Payment</u>. A default shall occur, and shall continue for ten (10) days after written notice to Borrower from Lender in the payment when due of any amount under the Note;
- b. Non-Observance; Non-Performance; False or Inaccurate Representation or Warranty. A default shall occur in the performance of any other obligation of Borrower contained

in the Note or any instrument given as security for payment of the Indebtedness, or any representation, warranty or statement made in the Note or in any other material furnished to Lender by or on behalf of Borrower in connection with the Indebtedness secured hereby proves to be false or inaccurate in any material respect as of the date of making or issuance thereof and any of the foregoing continues for thirty (30) days after written notice from Lender to Borrower, provided, however, if Borrower has commenced the cure of such default within thirty (30) days, then such thirty (30) day period shall be extended so long as Borrower is diligently pursuing the cure.

The Lender and the Borrower acknowledge to one another that the Lender and/or an affiliate thereof is acting in multiple capacities with respect to the Project, including as lender of the loan evidenced by the Loan Documents. Accordingly, the Lender and the Borrower agree that nothing in this Mortgage or under any of the Loan Documents associated with the financing, construction, completion, operations and/or maintenance of the Project to which the Borrower or the Lender is a party is intended, nor shall it be construed, to abrogate or diminish any obligations that the Lender or its affiliates may have to the Project, the Borrower and the Borrower's investor member, whether expressly contained in the Borrower's Amended and Restated Operating Agreement, as amended or revised (the "Operating Agreement"), or implied by law, for so long as the Lender or its affiliate is the managing member of the Borrower. Notwithstanding anything to the contrary in any of the Loan Documents, the occurrence of any default under the Loan Documents that arises either directly or indirectly from any breach by the managing member of the Borrower of its obligations under the Operating Agreement shall not constitute a default by the Borrower hereunder

- 13. <u>Lender's Remedies on Default</u>. Upon the excurrence of any Event of Default (after the expiration of any notice and cure periods set forth hereir) and subject to the rights of the senior lienholders identified in **Section 2**, then:
- a. <u>Acceleration</u>. The Indebtedness shall, at the option of Lender, become immediately due and payable without demand or further notice, from the date of the first of any such Event of Default.
- b. <u>Foreclosure</u>. After acceleration, Lender may immediately foreclose this Mortgage. Lender shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 through 735 ILCS 5/15-1706 (the "Act"), to be placed in possession of the Mortgaged Property or, at its request, to have a receiver appointed, and such receiver or the Mortgagee, if and when placed in possession, shall have all rights, powers, immunities, and duties as provided for in Sections 15-1702 and 15-1703 of the Act.
- c. Other Remedies. Lender shall have the right, at its option and without regard to whether the Indebtedness is declared to be immediately due as provided in Section 13(a) above, either with or without process of law, forcibly or otherwise, and subject to the rights of any senior lienholders and rights granted under documents identified in Section 2 hereof, (a) to enter upon and take possession of the Mortgaged Property; (b) to expel and remove any persons, goods or chattels occupying or upon the same; (c) to collect or receive all the rents therefrom; (d) to manage and control the same; (e) to lease the same or any part thereof from time to time; and (f) after

deducting all reasonable attorneys' fees and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, to apply the remaining net income so collected or received upon the Indebtedness or upon any deficiency decree entered in any foreclosure proceedings.

Notwithstanding anything to the contrary contained herein or in the Note, while the managing member of Borrower is an affiliate of Lender and at all times prior to the expiration of the 15-year tax credit compliance period under 26 U.S.C. Section 42(i) applicable to the Mortgaged Property, in no event shall Lender exercise any remedy upon the occurrence of any monetary or non-monetary event of default under this Mortgage unless Lender obtains the prior written consent of the Borrower's investor member.

- 14. <u>Protective Advances</u>; Fees and Expenses. All advances, disbursements and expenditures made or incurred ov Lender before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act (collectively the "Protective Advances"), shall have the benefit of all applicable provisions of the Act. The Protective Advances include the following:
- a. All advances by Lender in accordance with the terms of the Mortgage to: (i) preserve or restore the improvements upon the Mortgaged Property; (ii) preserve the lien of the Mortgage or the priority thereof; or (iii) enforce the Mortgage, as referred to in Section 15-1302(b)(5) of the Act;
- b. Payments by Lender of: (i) principal, referest or other obligations in accordance with the terms of any senior mortgage or other prior lier. Corencumbrance; (ii) real estate taxes and assessments and all other taxes assessed or imposed upon the Mortgaged Property or any part thereof; (iii) other obligations authorized by the Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of title, as referred to in Section 15-1505 of the Activate of the status of the
- c. Advances by Lender in settlement of any claims asserted by claimants under senior mortgages or any other prior liens;
- d. Reasonable attorneys' fees and other costs incurred in connection with: (i) the foreclosure of the Mortgage as referred to in Sections 15-1504(d)(1) and (2) and Section 15-1510 of the Act; (ii) any action, suit or proceeding brought by or against Lender for the enforcement of the Mortgage or arising from the interest of Lender hereunder; or (iii) the commencement, prosecution or defense of any other action related to the Mortgage or the Mortgaged Property;
- e. Reasonable lender's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Section 15-1508(b)(1) of the Act;
- f. Reasonable expenses deductible from proceeds of sale as referred to in Sections 15-1512(a) and (b) of the Act;

Expenses incurred and expenditures made by Lender for any one or more of the following: (i) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation imposed by Section 15-1704(c)(1) of the Act of maintaining existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property; (ii) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (iii) payments deemed by Lender to be required for the benefit of the Mortgaged Property, by reason of the exercise by Lender of any of its rights under Section 13 herein, or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (iv) shares or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; (v) if any loan secured hereby is a construction loan, costs incurred by Lender for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, ioan agreement or other agreement; (vi) payments deemed by Lender to be required pursuant to any lease or other agreement for occupancy of the Mortgaged Property; (vii) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments 1 nposed upon the unit owner thereof deemed by Lender to be required to be paid; (viii) if Borrowei's interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other rayments required to be made by the lessee under the terms of the lease or sublease; and (ix) if the Mortgage is insured, payments of FHA or private mortgage insurance required to keep such insurance in force.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Section 15-1302(b)(5) of the Act. All Protective Advances shall, except to the extent, if any, that any of the same are clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in: (i) determination of the amount of the Indebtedness at any time; (ii) the Indebtedness found due and owing to Lender in the judgment of foreclosure and any subsequent supplemental judgments or orders by the court of any additional Indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purposes; (iii) if the right of redemption has not been waived by this Mortgage, computation of amount required to redeem, pursuant to Sections 15-1603(d)(2) and (e) of the Act; (iv) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act; (v) application of income in the hands of any receiver or Lender in possession; and (vi) computation of any deficiency judgment pursuant to Sections 15-1508(b)(2) and (3) and Section 15-1511 of the Act. However, the amount of Indebtedness secured by this Mortgage, including any Protective Advances, shall not exceed \$5,111,112.

The following shall be included in any decree foreclosing the lien of this Mortgage and shall be paid out of the rents or proceeds of any sale made in pursuance of any such decree in the following order: (i) all costs and expenses of such suit or suits as described in this **Section 14** herein with interest as herein provided; (ii) all money advanced by Lender for any purpose authorized in this Mortgage, with interest as herein provided; (iii) all of the accrued interest

remaining unpaid on the Indebtedness; and (iv) the principal balance of the Note at such time remaining unpaid. The surplus of the proceeds of the sale, if any, shall then be paid to Borrower on reasonable request. In the event that, after legal proceedings are instituted to foreclose the lien of this Mortgage, tender is made of the entire amount of Indebtedness, Lender shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, and no such suit or proceedings shall be dismissed or otherwise disposed of until such fees, expenses, and charges shall have been paid in full.

- 15. <u>Waiver of Right of Redemption.</u> Borrower acknowledges that the Mortgaged Property does not constitute agricultural real estate, as defined in 735 ILCS 5/15-1201, or residential real estate, as defined in Section 15-735 ILCS 5/15-1219, and, pursuant to 735 ILCS 5/15-1601(b), hereby waives for Borrower and all its successors in interest and for any and all persons claiming any interest in the Mortgaged Property, to the maximum extent permitted by law, any and all rights of redemption otherwise available to Borrower under the Act.
- 16. <u>Prepayment Privilege</u>; <u>Evasion</u>. Borrower shall have the privilege of making prepayments on the principal of and interest on the Note at any time without premium or penalty.
- 17. <u>Lender's Rights Cumulative</u>. The remedies and rights herein are cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise of, or omission to exercise, any such remedy or right accruing shall impair any such remedy or right or be construed to be a wriver of any Event of Default, nor shall it affect any subsequent Event of Default of the same or a different nature.
- 18. No Usury. Nothing contained in this Mortgage or in the Note or in any transaction related hereto shall be construed or shall so operate either presently or prospectively (i) to require Borrower to pay interest in excess of the maximum amount of interest permitted by law to be charged in the case of the Indebtedness, but shall instead be deemed required payment of interest only to the extent of the lawful amount, or (ii) to require Borrower to make any payment or do any act contrary to law. Any interest in excess of that permitted by law that Lender may have received in connection with the Indebtedness shall, at the option of Lender, be (a) applied as a credit against the then unpaid principal balance under the Note, (b) applied as a credit against any accrued and unpaid interest on the unpaid principal balance under the Note (but not to exceed the maximum amount permitted by applicable law), (c) refunded to the Borrower or other payor thereof or (d) applied or refunded pursuant to any combination of the foregoing; and neither Borrower nor any of the other obligors under the Note shall have any action against Lender for any damages whatsoever arising out of the payment or collection of any such interest.
- 19. Partial Invalidity; Severability. If the lien of this Mortgage is invalid or unenforceable as to any part of the Indebtedness or the Mortgaged Property, the unsecured or partially secured portion of the Indebtedness shall be completely paid prior to the payment of the remaining secured or partially secured portions of the Indebtedness. All payments made on the Indebtedness, whether voluntary or not, shall be considered to have been first paid on and applied to the full payment of that portion of the Indebtedness not secured or fully secured by the lien of this Mortgage. If any term, covenant or provision contained herein or the Note be determined to be void, illegal or unenforceable to any extent or shall otherwise operate to invalidate any such Loan Document, in

whole or part, then such term, covenant or provision only shall be deemed not contained in such Loan Document; the remainder of such Loan Documents shall remain operative and in full force and effect and shall be enforced to the greatest extent permitted by law as if such clause or provision had never been contained therein.

- 20. <u>No Discharge of Borrower's Liability</u>. In the event of the voluntary sale or transfer, by operation of law or otherwise, of all or any part of the Mortgaged Property, Lender is hereby authorized and empowered to deal with such vendee or transferee with reference to the Mortgaged Property on the terms or conditions hereof, as fully and to the same extent as it might with Borrower, without in any way releasing or discharging Borrower from Borrower's liability, covenants or undertakings hereunder.
- 21. Assignment of Rents. It is agreed by Borrower that upon the occurrence and during the continuance of ar 1 vent of Default, and subject to all prior liens and Section 14 herein, all the rents, income and profits from the Mortgaged Property shall be assigned and transferred over to Lender, both before and after foreclosure of this Mortgage and during the period of redemption. Following an Event of Default (after the expiration of all applicable notice and cure periods), Borrower does hereby constitute and appoint Lender its attorney-in-fact, irrevocably, with full power and Lender to enter upon and take full possession of the Mortgaged Property at once, to lease and control the same, and to receive, collect and receipt for all rents, income and profits received, which are expressly assigned and pledged as additional security for the payment of the debt secured by this Mortgage. Out of the amounts collected Lender shall be entitled to pay all taxes, payments in lieu of taxes, assessmen s, water and sewer charges, amounts due under contracts affecting the Mortgaged Property, liene, insurance premiums, operating expenses, repairs, and other charges upon the Mortgaged Property, as well as the payments due and owing under the Loan Documents, and may retain the cost of collecting such rents, income and profits to the extent that they are sufficient for that purpose, paying the surplus from time to time, if any, to Borrower. In any action to foreclose, Lender shall be entitled to the appointment of a receiver of the Mortgaged Property as a matter of right, and without notice, with power to collect the rents, issues, and profits of the Mortgaged Property which are due or become due during the pendency of such foreclosure suit, and with power to manage the Mortgaged Property throughout. Borrower, for itself and any subsequent owner, hereby waives any and all defenses to the application for a receiver as set forth above and hereby specifically consents to such appointment without notice, and nothing herein contained is to be construed to deprive Lender of any other right, remedy, or privilege it may now have under the law to have a receiver appointed or to take possession itself.

Lender acknowledges and agrees that the foregoing assignment of rents set forth in this **Section 21** of this Mortgage is subordinate in all respects, and shall remain subject and subordinate in all respects, to any assignment by Borrower of the rents, income and profits from the Mortgaged Property to a senior lender identified in **Section 2** hereof or any other party pursuant to a document identified in **Section 2** hereof.

22. <u>Release of Mortgage</u>. Upon full payment of all of the Indebtedness at the time and in the manner provided in this Mortgage, in the Note, and in the other Loan Documents, and provided all covenants and agreements contained in this Mortgage and in the other Loan Documents are

kept and performed, this Mortgage shall be null and void, and upon demand therefore following such payment, a release of the Mortgaged Property shall be made by Lender to Borrower.

- 23. Governing Law. The terms and provisions of this Mortgage and the other Loan Documents shall be construed and governed by the laws of the State of Illinois without regard to the rules of conflicts of law of such state.
- 24. Addresses for Notices. All notices, demands, consents, requests, or other communications that are either required or contemplated in connection with this Mortgage shall be in writing, and shall be deemed given to the intended recipient thereof upon the earlier of: (a) actual delivery thereof at the oddress designated below for such intended recipient; (b) the first business day after deposit with a nationally recognized, reputable commercial courier service, such as Federal Express Company with all charges prepaid; (c) when sent by facsimile transmission (with written confirmation of receipt); or (d) the third business day after the deposit thereof at any main or branch United States post office with postage prepaid for delivery thereof via certified or registered first class mail, return receipt requested, and in any such case addressed as follows: 0×C00+

To the Borrower:

RS Affordable I LLC c/o Related Midwest. 350 West Hubbard Street, Suite 300 Chicago, IL 60654 Attn: Curt Bailey

With copies to:

DLA Piper LLP (US) 444 West Lake Street, Suite 900

Chicago, IL 62506

Attn: Kimberlie Yearlman, Esq.

And:

Hudson Roosevelt Square LLC

Hudson SLP LLC.

c/o Hudson Housing Capital LIC 630 Fifth Avenue, 28th Floor New York, New York 10111

Attn: General Counsel

And:

Holland & Knight LLP

10 St James Avenue, 12th Floor

Boston, MA 02116

Attention: Dayna M. Hutchins, Esq.

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# **UNOFFICIAL COPY**

To the Lender:

Heartland Housing, Inc. 208 South LaSalle Street, Suite 1300 Chicago, IL 60604

Attn: Mark Kruse

With a copy to:

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

Dropent Ox Co By notice complying with the foregoing provisions of this Section 24 herein, the parties may from time to time change the above addresses applicable to them for the purposes hereof, except that any such notice shall not be deemed delivered until actually received. Copies of notices are for informational purposes only and may be sent by regular mail or in any other manner and the failure to give or to receive copies of notices shall not be deemed a failure to give notice to a party.

- Binding Effect; Miscellaneous Definitions. All provisions and covenants of this 25. Mortgage run with the land and shall inure to and bind the parties hereto and their respective heirs, devisees, representatives, vendees, successors and assigns.
- Transfer. So long as any Indebtedness remains outstanding and notwithstanding anything 26. in the Loan Documents to the contrary, Lender agrees that any non-managing nember of Borrower may sell, transfer, pledge, assign or otherwise encumber or dispose of all or any part of its interest in Borrower in accordance with the terms and conditions of its Operating Agreement, without the prior written consent of Lender.
- Captions. The captions or headings at the beginning of any paragraph or portion of any 27. paragraph in this Mortgage are for the convenience of Borrower and Lender and for purposes of reference only and shall not limit or otherwise alter the meaning of the provisions of this Mortgage.
- 28. Managing Member Change. The withdrawal, removal and/or replacement of the Managing Member or Class B Member of Borrower pursuant to the terms of the Operating Agreement shall not require Lender notice or consent or constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Mortgage Loan.

- 29. Monetary Default; Non-Monetary Default; Investor Member Right to Cure. In the event of a monetary Event of Default under the Loan Documents, Borrower's non-managing members shall have the right (but not the obligation) to cure the default within 30 days after receipt of such notice prior to exercise of any remedies available to Lender under the Loan Documents. If a non-monetary Event of Default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder Lender shall give Borrower and each of the non-managing members of Borrower, as identified in the Operating Agreement, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Borrower and its members shall have such period to effect a cure prior to exercise of remedies by Lender under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Borrower or any of its members (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower and its members shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Lender. If Borrower fails to take corrective action or to cure the default within a reasonable time, Lender shall give Borrower and each of the non-managing members of Borrower written notice thereof, whereupon the non-managing member(s) may remove and replace the managing member and/or Class B member (as applicable) with a substitute managing member or Class B member in accordance with the Operating Agreement. The substitute managing member shall effect a cure within a reasonable time thereafter in accordance with the foregoing provisions. Except as otherwise set forth herein to the contrary, in no event shall Lender be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Loan Documents. Any cure tendered by any of Borrower's members shall be accepted or rejected on the same basis as if tendered by Borrower.
- 30. <u>Force Majeure</u>. There shall be no default for construction or rehabilitation delays beyond the reasonable control of Borrower, provided that such delays do not exceed one hundred eighty (180) days, or such longer period of time as may be specified in the Loan Decrements.
- 31. Purchase Rights. The granting of the right of first refusal for the benefit of CHA pursuant to Section 8.02(c) of the Operating Agreement and the granting of the purchase optical for the benefit of the Borrower's managing member pursuant to Section 8.02(d) of the Operating Agreement shall not constitute a default under the Loan Documents or accelerate the maturity of the Morrogage Loan. Any requisite consent of Lender to (a) the exercise of the right of first refusal agreement by the grantee identified therein, and to (b) the assumption without penalty of Mortgage Loan obligations by such grantee and the release of Borrower from such obligations, shall not be unreasonably withheld. Subject to any such consent requirement, the exercise of rights under such agreement shall not constitute a default or accelerate maturity of the Mortgage Loan.
- 32. <u>Loan Assumption</u>. If the purchase option and right of first refusal agreement described in the Operating Agreement are not exercised and the Project is sold subject to low-income housing use restrictions as contained in an existing regulatory agreement or other recorded covenant, any requisite consent of Lender to said sale, and to the assumption without penalty of loan obligations by the purchaser and the release of Borrower from such obligations, shall not be unreasonably withheld.

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### **UNOFFICIAL COPY**

- 33. <u>Lender Approvals</u>. In any approval, consent, or other determination by Lender required under any of the Loan Documents, Lender shall act reasonably and in good faith.
- 34. Non-Recourse Obligation. Neither Borrower nor any of its members shall be personally liable for the payment of the indebtedness secured by this Mortgage and in the event of default, the holder of the Note shall look solely to the property described in the Mortgage in satisfaction of the indebtedness evidenced hereby and will not seek or obtain any deficiency or personal judgment against Borrower or its members except such judgment or decree as may be necessary to foreclose and bar Borrower's interest in the Mortgaged Property; provided, however, Borrower shall not be exonerated or exculpated for any loss or damage suffered by Lender resulting from (and only to the extent of) any of the following: (a) Borrower's fraud or material misrepresentation; (b) Borrower's intentional misapplication of insurance or condemnation proceeds; (c) Borrower's intentional waste or intentional damage to the Mortgaged Property; or (d) Borrower's failure to comply with provisions of the Mortgage prohibiting the voluntary sale or further encumbering of the collateral.
- 35. <u>Subordination Agreements</u>. Lender's rights and remedies hereunder are subject to each of the terms and conditions contained in (i) that certain Subordination Agreement among BMO Harris Bank, N.A., CIBC, Borrower and Lender as the same may be amended or replaced and (ii) that certain [Subordination Agreement] among CHA, Borrower and Lender as the same may be amended or replaced.
- 36. <u>Future Distributions</u>. Notwithstanding anything to the contrary contained herein, the Borrower may at any time (i) pay developer fees as approved by the Lender, such approval not to be unreasonably withheld, conditioned or delayed, and (ii) encumber its interests in the Mortgaged Property by subordinating the Mortgage Loan to other sources of financing as approved by the Lender.
- 37. <u>Standstill</u>. Notwithstanding anything in the Loan Documents to the contrary, Lender shall not exercise any of its remedies provided for in any of the Loan Documents until the later of: (i) the expiration of the Compliance Period as defined in Section 42 of the Internal Revenue Code, or (ii) for so long as Hudson Roosevelt Square LLC, a Delaware limited liability company, and any of its successors or assigns, remains a member of the Borrower.
- 38. Ground Lease Provisions. (a) Borrower will not in any manner cancel, terminate or surrender, or permit any cancellation, termination or surrender any of the Ground Lease(s), in whole or in part without Lender's prior, written consent. Borrower will also not modify, amend or permit any modification or amendment of, any of the terms of the Ground Lease(s) in any respect without the prior written consent of Lender which shall not be unreasonably withheld, conditioned or delayed, and any attempt on the part of Borrower to do so without such prior written consent of Lender shall be null and void and of no effect. Borrower will keep, observe and perform, or cause to be kept, observed and performed, all of the material terms, covenants,

provisions and agreements contained in the Ground Lease(s) on the part of Borrower thereunder to be kept, observed and performed.

- (b) Borrower will do, or cause to be done, all things necessary to preserve and keep unimpaired the rights of Borrower as lessee under the Ground Lease(s), and to prevent any default under the Ground Lease(s) or any termination, surrender, cancellation, forfeiture or impairment thereof. In the event of the failure of Borrower to make any payment required to be made by Borrower pursuant to the provisions of the Ground Lease(s) or to keep, observe or perform, or cause to be kept, observed or performed, any of the terms, covenants, provisions or agreements of the Ground Lease(s), Borrower agrees that Lender may (but shall not be obligated to) take any action on behalf of Borrower, to keep, observe or perform or cause to be kept, observed or performed any such terms, covenants, provisions or agreements and to enter upon the Premises and take all such action as may be necessary therefor, to the end that the rights of Borrower in and to the leasehold estate created by the Ground Lease(s) shall be kept unimpaired and free from default, and all money so expended by Lender, with interest thereon at the Default Rate, shall be paid by Borrower to Lender promptly upon demand by Lender and shall be added to the indebtedness secured by this Mortgage and Lender shall have, in addition to any other remedy of Lender, the sam: rights and remedies in the event of non-payment of any such sum by Borrower as in the case of a default by Borrower in the payment of any sums due under the Loan Agreement.
- (c) Borrower will enforce the material obligations of the Lessor to Borrower under the Ground Lease(s) to the end that Borrower may enjoy all of the rights granted to it under the Ground Lease(s), and will promptly notify Lender in writing of any material default by Lessor under the Ground Lease(s) or by Borrower in the performance or observance of any of the terms, covenants and conditions on the part of Lessor or Borrower, as the case may be, to be performed or observed under any of the Ground Lease(s) and Borrower will promptly advise Lender in writing of the occurrence of any of the events of default enumerated in the Ground Lease(s) and of the giving of any notice by Lessor under the Ground Lease(s) to Borrower of any default by Borrower in performance or observance of any of the terms, covenants or conditions of the Ground Lease(s) on the part of the Borrower to be performed or observed, and will deliver to Lender a true copy of each such notice. If, pursuant to any Ground Lease, Lessor shall deliver to Lender a copy of any notice of default given to Borrower, such notice shall constitute full authority and protection to Lender for any action taken by Lender in good faith in reliance thereon.
- (d) If any action or proceeding shall be instituted to evict the Borrower or to recover possession of the Property or any part thereof or for any other purpose affecting the Ground Lease(s) or this Mortgage, Borrower will, immediately upon service thereof on or to Borrower, deliver to Lender a true copy of each petition, summons, complaint, notice of motion, order to show cause and of all other provisions, pleadings, and papers, however designated, served in any such action or proceeding.
- (e) Borrower covenants and agrees that, unless Lender shall otherwise expressly consent in writing, neither Borrower nor its successors or assigns shall suffer or permit the fee title to the property demised by the Ground Lease(s) and the leasehold estate(s) created thereunder to merge, it being understood and agreed that said estates shall always remain separate and distinct, notwithstanding the union of said estates in any person whomever by purchase or otherwise; and in case Borrower acquires the fee title or any other estate, title or interests

in the Property, this Mortgage shall attach to and cover and be a lien upon the fee title or such other estate so acquired, and such fee title or other estate shall, without further assignment, Mortgage or conveyance, become and be subject to the lien of and covered by this Mortgage.

- (f) No release or forbearance of any of Borrower's obligations under the Ground Lease(s), pursuant to the Ground Lease(s) or otherwise, shall release Borrower from any of its obligations concerning the Property under this Mortgage (except the obligation with respect to the payment of rent as provided in the Ground Lease(s) if a forbearance or release with respect thereto shall be granted by the Lessor) and the performance of all of the terms, provisions, covenants, conditions and agreements contained in the Ground Lease(s), to be kept, performed and complied with by the lessee therein.
- (g) Borrower shall not make any election or give any consent or approval for which a right to do so is conferred upon Borrower as lessee under the Ground Lease(s) without Lender's prior written consent, which consent shall not be unreasonably delayed, conditioned or withheld. Upon the occurrence of any Event of Default under this Mortgage, all such rights, together with the right of termination, cancellation, modification, change, supplement, alteration or amendment of the Ground Lease(s), shall vest in and be exercisable solely by Lender.

Borrower represents and warrants to and with Lender as of the date hereof that each Ground Lease is a valid and subsisting lease of the port of the Property therein described and purported to be demised thereby for the term therein set forth and is in full force and effect in accordance with the terms thereof and has not been modified, and to the best of Borrower's knowledge there are no existing defaults by Lessor or by the Borrower, as crant, thereunder and the Borrower is the owner and holder of the leasehold estate created under the Ground Lease(s) free of any liens, claims or encumbrances other than the encumbrances approved or concribe permitted by Lender.

- 39. <u>Faircloth to RAD Conversion</u>. Borrower and Lender acknowledges that 75 units at the Project are public housing units which may be subject to the Faircloth-to-RAD Conversion process. Borrower acknowledges that the Lender shall have the right to review and approve all documentation relating to the Faircloth-to-RAD Conversion process and agrees to execute and deliver any modifications and amendments to this Agreement and the other I can Documents and any additional or supplemental documents and certifications as Lender may reasonably require to preserve Lender's interest in any collateral, including any housing assistance payments and Lender's rights under this Mortgage and the other Loan Documents.
- 40. <u>Public Housing Provisions Rider to Loan Instrument</u>. The Public Housing Provisions Rider to Loan Instrument attached hereto is hereby incorporated into this Mortgage.

-Signature Page Follows-

WITNESS the due execution hereof on the day and year first above written.

#### **BORROWER:**

RS AFFORDABLE I LLC, an Illinois limited liability company

RS 3B LLC, an Illinois limited liability company, By:

its managing member

R ABLA LLC, a Delaware limited liability company, By:

its managing member

LR Development Company LLC, a Delaware limited liability company, By:

dor Related Midwest, its sole member

Name: Jacques Sandberg int of the country cou

Title: Vide President

STATE OF ILLINOIS	)	
	) :	38
COUNTY OF COOK	)	

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Jacques Sandberg, personally known to me to be the Vice President of LR Development Company LLC, a Delaware limited liability company, dba Related Midwest, which is the sole member of LR ABLA LLC, a Delaware limited liability company, which is the managing member of RS 3B LLC, and Illinois limited liability company, which is the managing member of RS Affordable I LLC, an Illinois limited liability company, and personally known to me to be the same persor whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, he signed and delivered the said instrument in his capacity as such officer, as the free and voluntary act of such person, and as the free and voluntary act and deed of such limited liability companies, for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of Incom/, 2022. 2023

Notary Public

JUNIL CLOPA'S OFFICE

(SEAL)

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AL SEACH

AL SEAL

AL

OFFICIAL SEAL
TIMOTHY J RIGGENBACH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/10/24

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

### ESTATE 1:

LEASEHOLD ESTATE CREATED BY GROUND LEASE DATED AS OF JANUARY 10, 2023, BETWEEN THE CHICAGO HOUSING AUTHORITY, A MUNICIPAL CORPORATION, AS GROUND LESSOR AND HEARTLAND HOUSING, INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AS GROUND LESSEE; ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE FROM THE CHICAGO HOUSING AUTHORITY, A MUNICIPAL CORPORATION AND HEARTLAND HOUSING, INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION, TO RS AFFORDABLE I LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, DATED AS OF JANUARY 10; 2023 DEMISING THE FOLLOWING DESCRIBED LAND FOR A TERM OF 82 YEARS:

#### TRACT 1:

THAT PART OF BLOCK 15 IN VERNON PARK ADDITION TO CHICAGO, BEING AN ANTE FIRE SUBDIVISION OF BLOCKS 38, 39, 44 & 45 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 15 IN VERNON PARK ADDITION TO CHICAGO AFORESAID; THENCE SOUTH 01°49'49" EAST ALONG THE WEST LINE OF BLOCK 15 A DISTANCE OF 111.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°49'49" EAST ALONG THE WEST LINE OF BLOCK 15 A DISTANCE OF 39.69 FEET; THENCE NORTH 88°10'11" EAST 17.08 FEET; THENCE SOUTH 0.0°49'49" EAST 20.39 FEET; THENCE NORTH 88°10'11" EAST 27.21 FEET; THENCE NORTH 01°49'49" WEST 20.23 FEET; THENCE NORTH 88°10'11" EAST 30.70 FEET; THENCE SOUTH 01°49'49" EAST 18.16 FEET; THENCE NORTH 88°10'11" EAST 26.95 FEET; THENCE NORTH 01°49'49" WEST 18.09 FEET; THENCE NORTH 88°10'11" EAST 13.24 FEET; THENCE NORTH 01°49'49" WEST 39.93 FEET; THENCE SOUTH 88°10'11" WEST 115.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

For informational purposes only: 907-909 Commonly known as 9<del>19-925</del> South Ada Street, Chicago, IL 60607; PIN No. 17-17-320-002-0000

#### TRACT 2:

#### LIHTC PARCEL (REMAINDER)

LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCELS:

PARCEL LI-1

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELTIVITION OF +31.08 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.75 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESA D; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 7.08 FEET; THENCE SOUTH 88°23'27" WEST 17.46 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 01°36'33" EAST 30.86 FEET: THENCE SOUTH 88°23'27" WEST 25.23 FEET; THENCE NORTH C1°36'33" WEST 9.45 FEET; THENCE SOUTH 84°15'03" WEST 21.12 FEET; THENCE SOUTH 05'44'57" EAST 3.45 FEET; THENCE SOUTH 84°15'03" WEST 6.00 FEET; THENCE SOUTH 01°36'33" LAST 6.90 FEET; THENCE SOUTH 88°23'27" WEST 17.47 FEET; THENCE SOUTH 01°36'33" EAST 16.65 FEET; THENCE SOUTH 88°23'27" WEST 33.94 FEET; THENCE NORTH 01°36'33" WEST 4.67 FEET; THENCE SOUTH 88°23'27" WEST 5.66 FEET; THENCE NORTH 01°36'33" WEST 9.54 FEET; THENCE SOUTH 88°23'27" WEST 40.56 FEET; THENCE SOUTH 01°36'33" EAST 4.32 FFET; THENCE SOUTH 88°23'27" WEST 7.48 FEET; THENCE SOUTH 01°36'33" EAST 4.60 I EET: THENCE SOUTH 84°13'18" WEST 20.58 FEET; THENCE SOUTH 01°36'33" EAST 9.14 FELT: THENCE SOUTH 88°23'27" WEST 67.60 FEET; THENCE NORTH 01°36'33" WEST 58.41 FEET; THENCE NORTH 88°23'27" EAST 68.20 FEET; THENCE SOUTH 86°15'43" EAST 78.12 FEET; THENCE NORTH 84°15'03" EAST 73.14 FEET; THENCE NORTH 88°23'27" EAST 26.34 FEET TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L2-1

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +31.08 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 6.98 FEET; THENCE SOUTH 88°23'27" WEST 6.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'33" EAST 48.43 FEET; THENCE SOUTH 88°23'27"

WEST 30.14 FEET; THENCE NORTH 01°36'33" WEST 13.34 FEET; THENCE NORTH 88°23'27" EAST 6.32 FEET; THENCE NORTH 01°36'33" WEST 6.50 FEET; THENCE SOUTH 88°23'27" WEST 6.10 FEET; THENCE SOUTH 01°36'33" EAST 0.67 FEET; THENCE SOUTH 88°23'27" WEST 2.93 FEET; THENCE NORTH 01°36'33" WEST 4.77 FEET; THENCE SOUTH 88°23'27" WEST 3.21 FEET; THENCE NORTH 01°36'33" WEST 2.77 FEET; THENCE SOUTH 84°15'03" WEST 20.74 FEET; THENCE SOUTH 05°44'57" EAST 8.85 FEET; THENCE SOUTH 84°15'03" WEST 2.43 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 29.31 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET: THENCE SOUTH 05°44'57" EAST 0.66 FEET: THENCE SOUTH 84°15'03" WEST 14.73 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 13.92 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 35.49 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET: THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 9.25 FEET; THENCE SOUTH 88°23'27" WEST 6.85 FEET; THENCE NORTH 01°36'33" WEST 0.66 FEET; THENCE SOUTH 88°23'27" WEST 5.66 FEET; THENCE SOUTH 01°36'33" EAST 0.66 FEET; THE VCL SOUTH 88°23'27" WEST 6.57 FEET; THENCE NORTH 01°36'33" WEST 26.97 FEET; THENCE NORTH 88°23'27" EAST 19.20 FEET; THENCE NORTH 84°15'03" EAST 153.32 FE.T. THENCE NORTH 01°36'33" WEST 3.63 FEET; THENCE NORTH 88°23'27" EAST 36.04 FEFT TO THE POINT OF BEGINNING, IN COOK COUNTY. ILLINOIS:

ALSO EXCEPT

PARCEL L2-2

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO C'LY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +31.08 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 78.99 FEET; THENCE SOUTH 88°23'27" WEST 7.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'33" EAST 26.53 FEET; THENCE SOUTH 88°23'27" WEST 36.04 FEET; THENCE NORTH 01°36'33" WEST 26.53 FEET; THENCE NORTH 88°23'27" EAST 36.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPT

PARCEL L2-3

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +31.08 FEET ABOVE

CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 73.68 FEET; THENCE SOUTH 88°23'27" WEST 90.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°15'03" WEST 105.88 FEET; THENCE SOUTH 88°23'27" WEST 19.16 FEET; THENCE NORTH 01°36'33" WEST 26.97 FEET; THENCE NORTH 88°23'27" EAST 6.49 FEET; THENCE SOUTH 01°36'33" EAST 0.66 FEET; THENCE NORTH 88°23'27" EAST 5.66 FEET; THENCE NORTH 01°36'33" WEST 0.66 FEET; THENCE NORTH 88°23'27" EAST 7.89 FEET; THENCE SOUTH 01°36'33" EAST 8.82 FEET; THENCE NORTH 84°15'03" EAST 20.65 FEET; THENCE NORTH 05°44'57" WEST 8.85 FEET; THENCE NORTH 84°15'03" EAST 2.60 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 25.19 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5 66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 3.49 FEET; THENCE SOUTH 05°44'57" EAST 5.55 FEET; THENCE NORTH 84°15'03" EAST 21.55 FEFT; THENCE NORTH 05°44'57" WEST 5.55 FEET; THENCE NORTH 84°15'03" EAST 3.44 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; TALNCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 8.78 FEET; THENCE SOUTH 05°44'57" EAST 26.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, 1/L/NOIS:

ALSO EXCEPT

PARCEL L2-4

THAT PART OF LOT 16 IN PLAT 1 ROOSEVILT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +31.08 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 88°23'27" WLST ALONG THE NORTH LINE THEREOF 233.94 FEET; THENCE SOUTH 01°36'33" EAST 42.05 FFET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'33" EAST 12.31 FEET; THENCE SOUTH 88°23'27" WEST 5.55 FEET; THENCE SOUTH 01°36'33" EAST 19.64 FEET; THENCE SOUTH 88°23'27" WEST 19.61 FEET; THENCE NORTH 01°36'33" WEST 31.94 FEET; THENCE NORTH 88°23'27" EAST 25.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, 'LLINOIS; ALSO EXCEPT

PARCEL L3-1

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST

CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 6.98 FEET; THENCE SOUTH 88°23'27" WEST 6.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'33" EAST 72.01 FEET; THENCE SOUTH 88°23'27" WEST 30.14 FEET; THENCE NORTH 01°36'33" WEST 10.90 FEET; THENCE NORTH 88°23'27" EAST 0.66 FEET; THENCE NORTH 01°36'33" WEST 5.66 FEET; THENCE SOUTH 88°23'27" WEST 0.66 FEET; THENCE NORTH 01°36'33" WEST 20.36 FEET; THENCE NORTH 88°23'27" EAST 6.32 FEET; THENCE NORTH 01°36'33" WEST 6.50 FEET; THENCE SOUTH 88°23'27" WEST 6.10 FEET; THENCE SOUTH 01°36'33" WEST 0.67 FEET; THENCE SOUTH 88°23'27" WEST 2.93 FEET; THENCE NORTH 01°36'33" WEST 4.77 FEET; THENCE SOUTH 88°23'27" WEST 3.21 FEET; THENCE NORTH 01°36'33" WEST 24.49 FEET; THENCE NORTH 88°23'27" EAST 36.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEFT

PARCEL L3-2

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF \$52.92 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID: THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 81.32 FEET; THENCE SOUTH (8°23'27" WEST 43.08 FEET; THENCE NORTH 01°36'33" WEST 11.07 FEET TO THE POINT OF REGINNING; THENCE SOUTH 84°15'03" WEST 47.48 FEET; THENCE NORTH 05°44'5/" WEST 20.62 FEET; THENCE NORTH 84°15'03" EAST 13.32 FEET; THENCE NORTH 05°44'57' WEST 6.27 FEET; THENCE NORTH 84°15'03" EAST 7.77 FEET; THENCE SOUTH 05°44'57' EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" W.ST 0.66 FEET; THENCE NORTH 84°15'03" EAST 3.38 FEET; THENCE SOUTH 05°44'57" EAST 13.28 FEET; THENCE NORTH 84°15'03" EAST 18.55 FEET; THENCE SOUTH 01°36'33" EAST 16.65 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L3-3

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN L'IF EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 81.32 FEET; THENCE SOUTH 88°23'27" WEST 196.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°23'27" WEST 19.16 FEET; THENCE NORTH 01°36'33" WEST 26.97 FEET; THENCE NORTH 88°23'27" EAST 6.49 FEET; THENCE SOUTH 01°36'33" EAST 0.66 FEET; THENCE NORTH 01°36'33"

WEST 0.66 FEET; THENCE NORTH 88°23'27" EAST 7.89 FEET; THENCE SOUTH 01°36'33" EAST 8.82 FEET; THENCE NORTH 84°15'03" EAST 20.65 FEET; THENCE NORTH 05°44'57" WEST 8.85 FEET; THENCE NORTH 84°15'03" EAST 2.60 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 26.19 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 3.49 FEET; THENCE SOUTH 05°44'57" EAST 5.55 FEET; THENCE NORTH 84°15'03" EAST 10.79 FEET; THENCE SOUTH 05°44'57" EAST 21.34 FEET; THENCE SOUTH 84°15'03" WEST 77.24 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L3-4

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SOUARE SUBDIVISION. IN THE EAST HALF OF THE SOUTH VEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM, AND L'ING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 88°23'27" WEST ALONG THE NORTH LINE THEREOF 90.36 FEET; THENCE SOUTH 01°36'33" EAST 14.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°44'51" EAST 26.89 FEET; THENCE SOUTH 84°15'03" WEST 11.81 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0 66 FEET; THENCE SOUTH 84°15'03" WEST 14.73 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FFET; THENCE SOUTH 84°15'03" WEST 6.64 FEET; THENCE NORTH 05°44'57" WEST 26.89 FEET; THENCE NORTH 84°15'03" EAST 44.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L3-5

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH & ANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 88°23'27" WEST ALONG THE NORTH LINE THEREOF 159.16 FEET; THENCE SOUTH 01°36'33" EAST 19.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°44'57" EAST 26.89 FEET; THENCE SOUTH 84°15'03" WEST 23.86 FEET; THENCE NORTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 88°23'27" WEST 6.85 FEET; THENCE NORTH 01°36'33" WEST 9.25 FEET; THENCE SOUTH 88°23'27" WEST 5.66 FEET; THENCE NORTH 01°36'33" WEST 0.66 FEET; THENCE SOUTH 88°23'27" WEST 5.66 FEET; THENCE SOUTH 01°36'33" WEST 0.66 FEET; THENCE SOUTH 88°23'27" WEST 5.66 FEET; THENCE SOUTH 01°36'33"

EAST 0.66 FEET; THENCE SOUTH 88°23'27" WEST 18.35 FEET; THENCE NORTH 01°36'33" WEST 0.66 FEET; THENCE SOUTH 88°23'27" WEST 7.20 FEET; THENCE SOUTH 01°36'33" EAST 6.37 FEET; THENCE SOUTH 88°23'27" WEST 5.55 FEET; THENCE SOUTH 01°36'33" EAST 19.64 FEET; THENCE SOUTH 88°23'27" WEST 19.61 FEET; THENCE NORTH 01°36'33" WEST 52.31 FEET; THENCE NORTH 88°23'27" EAST 63.35 FEET; THENCE NORTH 84°15'03" EAST 36.69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L4-1

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SOUARE SUBDIVISION. IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELLY ITION OF +63.58 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 10.61 FEET; THENC'S SOUTH 88°23'27" WEST 42.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01'36'33" EAST 18.09 FEET; THENCE SOUTH 84°15'03" WEST 20.74 FEET; THENCE SOUTH (5°4/'57" EAST 8.85 FEET; THENCE SOUTH 84°15'03" WEST 2.43 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" LAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 17.51 FEET; THENCE NORTH 05°44'5'" WEST 26.89 FEET; THENCE NORTH 84°15'03" EAST 47.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPT

PARCEL L4-2

THAT PART OF LOT 16 IN PLAT I ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIF 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAY THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +63.58 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 88°23'27" WEST ALONG THE NORTH LINE THEREOF 114.78 FEET: THENCE SOUTH 01°36'33" EAST 15.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°44'57" EAST 26.89 FEET; THENCE SOUTH 84°15'03" WEST 7.72 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 13.92 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 11.54 FEET; THENCE NORTH 05°44'57" WEST 26.89 FEET; THENCE NORTH 84°15'03" EAST 44.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPT

PARCEL L4-3

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SOUARE SUBDIVISION. IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +63.58 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 88°23'27" WEST ALONG THE NORTH LINE THEREOF 194.96 FEET; THENCE SOUTH 01°36'33" EAST 21.68 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'33" EAST 26.97 FEET; THENCE SOUTH 88°23'27" WEST 7.77 FEFT; THENCE NORTH 01°36'33" WEST 0.66 FEET; THENCE SOUTH 88°23'27" WEST 5.66 FELL) THENCE SOUTH 01°36'33" EAST 0.66 FEET; THENCE SOUTH 88°23'27" WEST 18.35 FEFT; THENCE NORTH 01°36'33" WEST 0.66 FEET; THENCE SOUTH 88°23'27" WEST 7.20 FEET; THENCE NORTH 01°36'33" WEST 5.94 FEET; THENCE SOUTH 88°23'27" WEST 25.16 FEET; THENCE NORTH 01°36'33" WEST 20.37 FEET; THENCE NORTH 88°23'27" EAST 64.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPT

PARCEL L4-4

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +63.58 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HONIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" FAST ALONG THE EAST LINE THEREOF 73.68 FEET; THENCE SOUTH 88°23'27" WEST 91 ST FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°15'03" WEST 57.30 FEET; THENCE NORTH 05°44'57" WEST 26.89 FEET; THENCE NORTH 84°15'03" EAST 8.73 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET: THENCE NORTH 84°15'03" EAST 3.49 FEET: THENCE SOUTH 05°44'57" EAST 5.55 FEET; THENCE NORTH 84°15'03" EAST 21.55 FEET; THENCE NCKTH 05°44'57" WEST 5.55 FEET; THENCE NORTH 84°15'03" EAST 3.43 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 8.78 FEET; THENCE SOUTH 05°44'57" EAST 26.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT

PARCEL L4-5

THAT PART OF LOT 16 IN PLAT I ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +63.58 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE

CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46′13" EAST ALONG THE EAST LINE THEREOF 81.32 FEET; THENCE SOUTH 88°23′27" WEST 195.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°23′27" WEST 44.57 FEET; THENCE NORTH 01°36′33" WEST 26.97 FEET; THENCE NORTH 88°23′27" EAST 5.55 FEET; THENCE SOUTH 01°36′33" EAST 0.66 FEET; THENCE NORTH 88°23′27" EAST 7.20 FEET; THENCE NORTH 01°36′33" EAST 0.66 FEET; THENCE NORTH 88°23′27" EAST 18.26 FEET; THENCE SOUTH 01°36′33" EAST 0.66 FEET; THENCE NORTH 88°23′27" EAST 5.66 FEET; THENCE NORTH 01°36′33" EAST 26.97 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPT

PARCEL L5-1

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF \$74.25 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +63.58 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID: THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 10.61 FEET; THENCE SOUTH & 8°23'27" WEST 42.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'33" EAST 18.09 FEET; THENCE SOUTH 84°15'03" WEST 20.74 FEET; THENCE SOUTH 05°44'57" EAST 8.85 FEET; THENCE SOUTH 84°15'03" WEST 2.43 FEET; THENCE NORTH 05°44'57" WEST 0.56 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FFET; THENCE SOUTH 84°15'03" WEST 29.31 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 14.73 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET: THENCE SOUTH 84°15'03" WEST 13.92 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 11.54 FEET; THENCE NORTH 05°44'57" WEST 26.89 FEET; THENCE NORTH 84°15'03" EAST 116.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ULLINOIS: ALSO EXCEPT

PARCEL L5-2

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.25 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +63.58 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE

THEREOF 70.25 FEET; THENCE SOUTH 88°23'27" WEST 43.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°15'03" WEST 76.12 FEET; THENCE NORTH 05°44'57" WEST 21.34 FEET; THENCE NORTH 84°15'03" EAST 10.77 FEET; THENCE NORTH 05°44'57" WEST 5.55 FEET; THENCE NORTH 84°15'03" EAST 3.43 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 8.78 FEET; THENCE SOUTH 05°44'57" WEST 6.27 FEET; THENCE NORTH 84°15'03" EAST 13.32 FEET; THENCE NORTH 05°44'57" WEST 6.27 FEET; THENCE NORTH 84°15'03" EAST 7.77 FEET; THENCE SOUTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 3.38 FEET; THENCE SOUTH 05°44'57" EAST 10.28 FEET; THENCE NORTH 84°15'03" EAST 18.55 FEET; THENCE SOUTH 01°36'33" EAST 10.28 FEET; THENCE NORTH 84°15'03" EAST 18.55 FEET; THENCE SOUTH 01°36'33" EAST 16.65 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

### ALSO EXCEPT

PARCEL L5-3

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.25 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +63.58 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOL.OWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID: THENCE SCUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 77.82 FEET; THENCE SOUTH 88°23'27' WEST 147.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°15'03" WEST 47.69 FEET; THENCE NORTH 01°36'33" WEST 18.09 FEET; THENCE NORTH 84°15'03" EAST 20.65 FEET; THENCE NORTH 05°44'57" WEST 8.85 FEET; THENCE NORTH 84°15'03" E.4ST 2.60 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.56 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 17.46 FEET; THENCE SOUTH 05°44'57" EAST 26.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPT

#### PARCEL L6-1

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +85.42 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.25 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 10.61 FEET; THENCE SOUTH 88°23'27" WEST 42.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'33" EAST 18.09 FEET; THENCE SOUTH 84°15'03" WEST 20.74 FEET; THENCE SOUTH 05°44'57" EAST 8.85 FEET; THENCE SOUTH 84°15'03" WEST 2.43 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03"

WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 17.51 FEET; THENCE NORTH 05°44'57" WEST 26.89 FEET; THENCE NORTH 84°15'03" EAST 47.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPT

PARCEL L6-2 THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST OUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +85.42 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A MORIZONTAL PLANE HAVING AN ELEVATION OF +74.25 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 88°23'27" WEST ALONG THE NORTH LINE THEREOF 11478 FEET; THENCE SOUTH 01°36'33" EAST 15.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°44'57" EAST 26.89 FEET; THENCE SOUTH 84°15'03" WEST 7.72 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 13.92 FEET; THENCE NOI TH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 0.5°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 34.23 FEET; THENCE NORTH 05° 14'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 6.83 FEET; THENCE SOUTH 05°41'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 8.32 FEET; THENCE NORTH 01°36'31" WEST 26.96 FEET; THENCE NORTH 84°15'03" EAST 80.39 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO EXCEPT PARCEL L6-3

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUPDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A WAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +85.42 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.25 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE FAST LINE THEREOF 70.25 FEET: THENCE SOUTH 88°23'27" WEST 43.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°15'03" WEST 104.79 FEET; THENCE NORTH 05°44'57" WEST 26.89 FEET; THENCE NORTH 84°15'03" EAST 8.73 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 3.49 FEET; THENCE SOUTH 05°44'57" EAST 5.55 FEET; THENCE NORTH 84°15'03" EAST 21.55 FEET; THENCE NORTH 05°44'57" WEST 5.55 FEET; THENCE NORTH 84°15'03" EAST 3.43 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 8.78 FEET; THENCE SOUTH 05°44'57" EAST 6.27 FEET; THENCE NORTH 84°15'03" EAST 13.32 FEET; THENCE NORTH 05°44'57" WEST 6.27 FEET; THENCE NORTH 84°15'03" EAST 7.77 FEET; THENCE SOUTH 05°44'57"

EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 3.38 FEET; THENCE SOUTH 05°44'57" EAST 10.28 FEET; THENCE NORTH 84°15'03" EAST 18.55 FEET; THENCE SOUTH 01°36'33" EAST 16.65 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

For informational purposes only:

Commonly known as 1002 South Racine Avenue, Chicago, IL 60607;

PIN No. 17-17-334-006-0000

#### TRACT 3:

#### LIHTC PARCEL (REMAINDER)

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHE: WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF LOTS 16 AND 33, AND A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 16 TO THE NORTHEAST CORNER OF LOT 33 A DISTANCE OF 109.78 FEET TO A POINT ON THE NORTY LINE OF AN 18 FOOT PUBLIC ALLEY DEDICATED PER ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO RECORDED JULY 20, 2007 AS DOCUMENT NO. 0720115116; THENCE SOUTH 88°22'20" WEST ALONG THE NORTH LINE OF THE 18 FOOT PUBLIC ALI EY AFORESAID 224.54 FEET TO A POINT ON THE EAST LINE OF S. THROOP STREET, THENCE NORTH 01°37'40" WEST ALONG THE EAST LINE OF S. THROOP STREET 109.81 FEFT TO A POINT ON THE SOUTH LINE OF W. ROOSEVELT ROAD AS WIDENED; THENCE NORTH 88°22'51" EAST ALONG THE SOUTH LINE OF W. ROOSEVELT ROAD AS WIDENED 224.54 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCELS:

#### PARCEL L2-1

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK I IN SAMPSON & GREENE'S APDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.92 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 2.86 FEET; THENCE SOUTH 88°22'51" WEST 7.04 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 01°37'09" EAST 22.39 FEET; THENCE SOUTH 88°22'51" WEST 15.21 FEET; THENCE SOUTH 01°37'09" EAST 5.59 FEET; THENCE SOUTH 88°22'51" WEST 6.93 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET: THENCE SOUTH 88°22'51" WEST 12.43 FEET: THENCE NORTH

01°37'09" WEST 4.39 FEET; THENCE SOUTH 88°22'51" WEST 8.31 FEET; THENCE NORTH 01°37'09" WEST 24.00 FEET; THENCE NORTH 88°22'51" EAST 42.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

### ALSO EXCEPT PARCEL L2-2

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE. TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.92 FEET APJVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 99.50 FEET; THENCE SOUTH 01°37'09" EAST 2.86 F3ET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 11.36 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 14.78 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 10.61 FEET; THENCE NORTH 01°37'09" WEST 2.70 FEET; THENCE SOUTH 88°22'51" WEST 0.79 FEET; THENCE NORTH 01°37'09" WEST 25.69 FEET; THENCE NORTH 88°22'51" EAST 49.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### ALSO EXCEPT PARCEL L2-3

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24. AND NORTH OF TITE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.92 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET: THENCE SOUTH 88°22'51" WEST 122.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 24.48 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 7.06 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE

NORTH 88°22'51" EAST 11.47 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT PARCEL L2-4

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24. AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.92 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELLVATION OF +24.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 77.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 19.24 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 6.95 FELT THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.59 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCF SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNT1. ILLINOIS:

### ALSO EXCEPT PARCEL L3-1

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE. TOGETHER WITH THAT PART OF THE EAST-WEST 15 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN FLEVATION OF +44.96 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.92 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 2.86 FEET; THENCE SOUTH 88°22'51" WEST 74.74 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 7.35 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET: THENCE SOUTH 88°22'51" WEST 11.40 FEET: THENCE NORTH 01°37'09" WEST 28.39 FEET; THENCE NORTH 88°22'51" EAST 24.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

#### PARCEL L3-2

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.96 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.92 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51' VEST 97.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 25.6 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET: THENCE NORTH 88°22'51" EAST 11.20 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.18 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 7.68 FLET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

### ALSO EXCEPT PARCEL L4-1

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24. AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANZ FLAVING AN ELEVATION OF +54.98 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.96 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAIL TXACT: THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 2.86 FLET; THENCE SOUTH 88°22'51" WEST 7.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 22.39 FEET; THENCE SOUTH 88°22'51" WEST 15.21 FEET; THENCE SOUTH 01°37'09" EAST 5.59 FEET; THENCE SOUTH 88°22'51" WEST 6.93 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 12.43 FEET; THENCE NORTH 01°37'09" WEST 4.39 FEET; THENCE SOUTH 88°22'51" WEST 8.31 FEET; THENCE NORTH 01°37'09" WEST 24.00 FEET; THENCE NORTH 88°22'51" EAST 42.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

### ALSO EXCEPT PARCEL L4-2

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING

SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24. AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.98 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.96 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 74.74 FEET; THENCE SOUTH 01°27'09" EAST 2.86 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 7.35 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 6.40 FEET; THENCE SOUTH 88°22'51" WEST 11.40 FEET; THENCE NORTH 01°37'09" WEST 28.39 FEET; THENCE NORTH 88°22'51" EAST 24.77 FEET TO THE POINT OF BEGINNING, IN CCOK COUNTY, ILLINOIS:

ALSO EXCEPT

PARCEL L4-3

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.98 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.96 FEET ABOVE CAICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRAC' 124.28 FEET: THENCE SOUTH 01°37'09" EAST 2.86 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 7.39 FEET, THENCE NORTH 01°37'09" WEST 0.40 FEET: THENCE SOUTH 88°22'51" WEST 6.02 FEET: TYENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 10.61 FEET; TUFNCE NORTH 01°37'09" WEST 2.70 FEET; THENCE SOUTH 88°22'51" WEST 0.79 FEET; THENCE NORTH 01°37'09" WEST 25.69 FEET: THENCE NORTH 88°22'51" EAST 24.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

#### ALSO EXCEPT

PARCEL L4-4

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20,

TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.98 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.96 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 202.42 FEET; THENCE SOUTH 01°37'09" EAST 30.85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 9.42 FEET; THENCE NORTH 88°22'51" EAST 7.80 FEET; THENCE SOUTH 01°37'09" EAST 6.07 FEET; THENCE NORTH 88°22'51" EAST 9.61 FEET; THENCE SOUTH 01°37'09" EAST 18.90 FEET; THENCE SOUTH 88°22'51" WEST 36.63 FEET; THENCE NORTH 01°37'09" WEST 34.38 FEET; THENCE NORTH 88°22'51" EAST 19.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

### ALSO EXCEPT

PARCEL L5-1

LOTS 16 TO 24, TOGETHEP, WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE. TOGETHER WITH THAT PAPA OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES CF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HONIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.98 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 2.86 FEET; THENCE SOUTH 88°22'51" WEST 7.04 FEET TO THE POINT OF EFG!NNING; THENCE SOUTH 01°37'09" EAST 22.39 FEET; THENCE SOUTH 88°22'51" WEST 15.21 FEET; THENCE SOUTH 01°37'09" EAST 5.59 FEET; THENCE SOUTH 88°22'51" WEST 6.93 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 12.43 FLET; THENCE NORTH 01°37'09" WEST 4.39 FEET; THENCE SOUTH 88°22'51" WEST 8.31 FEET: THENCE NORTH 01°37'09" WEST 24.00 FEET; THENCE NORTH 88°22'51" EAST 42.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

### ALSO EXCEPT

PARCEL L5-2

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE

HAVING AN ELEVATION OF +54.98 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 149.09 FEET; THENCE SOUTH 01°37'40" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 25.69 FEET; THENCE NORTH 88°22'51" WEST 0.79 FEET; THENCE SOUTH 80°37'09" EAST 2.70 FEET; THENCE SOUTH 88°22'51" WEST 12.52 FEET; THENCE NORTH 01°37'09" WEST 2.25 FEET; THENCE SOUTH 88°22'51" WEST 8.92 FEET; THENCE SOUTH 01°37'09" EAST 1.85 FEET; THENCE SOUTH 88°22'51" WEST 5.70 FEET; THENCE NORTH 01°37'09" WEST 10.46 FEET; THENCE SOUTH 88°22'51" WEST 21.97 FEET; THENCE NORTH 01°37'09" WEST 17.53 FEET; THENCE NORTH 88°22'51" EAST 48.32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

# ALSO EXCEPT PARCEL L5-3

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE. TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.98 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 122.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 24.48 FEET; THENCE NORTH 01°37'09" VIST 28.41 FEET; THENCE NORTH 88°22'51" EAST 7.06 FEET: THENCE SOUTH 01°37'09" EAST 0.40 FEET: THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 11.47 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

### ALSO EXCEPT PARCEL L6-1

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS

FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 49.92 FEET; THENCE SOUTH 01°37'40" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 24.00 FEET; THENCE SOUTH 88°22'51" WEST 0.46 FEET; THENCE SOUTH 01°37'09" EAST 4.39 FEET; THENCE SOUTH 88°22'51" WEST 10.90 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 7.44 FEET; THENCE NORTH 01°37'09" WEST 28.39 FEET; THENCE NORTH 88°22'51" EAST 24.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

### ALSO EXCEPT PARCEL L6-2

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHLAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 99.50 FEET; THENCE SOUTH 01°37'40" EAST 2.86 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 11.36 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 36°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET: THENCE SOUTH 88°12'51" WEST 7.39 FEET: THENCE NORTH 01°37'09" WEST 28.39 FEET; THENCE NORTH 88°22'51" EAST 24.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

### ALSO EXCEPT PARCEL L6-3

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLFY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 149.09 FEET; THENCE SOUTH 01°37'40" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH

01°37'09" EAST 25.69 FEET; THENCE NORTH 88°22'51" EAST 0.79 FEET; THENCE SOUTH 01°37'09" EAST 2.70 FEET; THENCE SOUTH 88°22'51" WEST 12.52 FEET; THENCE NORTH 01°37'09" WEST 2.25 FEET; THENCE SOUTH 88°22'51" WEST 8.92 FEET; THENCE SOUTH 01°37'09" EAST 1.85 FEET; THENCE SOUTH 88°22'51" WEST 5.70 FEET; THENCE NORTH 01°37'09" WEST 10.46 FEET; THENCE SOUTH 88°22'51" WEST 18.87 FEET; THENCE SOUTH 01°37'09" EAST 10.46 FEET; THENCE SOUTH 88°22'51" WEST 27.34 FEET; THENCE NORTH 01°37'09" WEST 27.99 FEET; THENCE NORTH 88°22'51" EAST 72.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

### ALSO EXCEPT

PARCEL L6-4

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 133, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING 3ELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAS! LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 122.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 24.48 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 7.06 FEET; THENCE SOUT!1 51°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH C1°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 11.47 FEET; THENCE SOUTH 01'37'00" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

### ALSO EXCEPT

PARCEL L6-5

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 77.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 19.24 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE

NORTH 88°22'51" EAST 6.95 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.59 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L6-6

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24. AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, ALL IN BLOCK I IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TR CT. LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET: THENCE SOUTH 88°22'51" WEST 7.05 FEFT TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 46.33 FEET; THENCE NORTH 01°37'09" WEST 18.50 FEET; THENCE NORTH 88°22'51" EAST 25.56 FEET; THENCE NORTH 01°37'09" WEST 9.51 FEET: THENCE NORTH 88°22'51" EAST 5.57 FEET; THENC ENORTH 01°37'09" WEST 11.97 FEET; THENCE NORTH 88°22'51" EAST 13.65 FEET; THENCE SOUTH 01°37'09" EAST 11.30 FEET; THENCE NORTH 88°22'51" EAST 1.56 FEET; THENCE SOUTH 01°37'09" EAST 28.68 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLING'S. Clert's Office

For informational purposes only:

Commonly known as 1257 West Roosevelt Road, Chicago, IL 60608;

PIN No. 17-20-103-001-0000

17-20-103-002-0000

17-20-103-003-0000

17-20-103-004-0000

17-20-103-005-0000

17-20-103-006-0000

17-20-103-007-0000

17-20-103-008-0000 17 20 103 009 0090

17-20-103-010-2000

17-20-103-01/-0000

17-20-103-012-0000

17-20-103-013-0000

17,20-103-014-0000

17-20-103-063-0000

TRACT 4:

#### LIHTC PARCEL

LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCELS:

#### PARCEL L2-1

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUPDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.82 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE MAVING AN ELEVATION OF +24.80 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55' EAST ALONG THE EAST LINE OF SAID TRACT 2.86 FEET; THENCE SOUTH 88°22'51" WEST 2.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 22.3" FEET; THENCE SOUTH 88°22'51" WEST 15.21 FEET; THENCE SOUTH 01°37'09" EAST 5.59 FIET: THENCE SOUTH 88°22'51" WEST 6.93 FEET: THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 12.43 FEET; THENCE NORTH 01°37'09" WEST 4.39 FEET; ('FENCE SOUTH 88°22'51" WEST 8.31 FEET; THENCE NORTH 01°37'09" WEST 24.00 FEET: THENCE NORTH 88°22'51" EAST 42.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

### ALSO EXCEPT

PARCEL L2-2 THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST OUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.82 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.80 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 95.44 FEET; THENCE SOUTH 01°37'09" EAST 2.86 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 11.36 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET: THENCE SOUTH 88°22'51" WEST 6.02 FEET: THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 14.78 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET: THENCE SOUTH 88°22'51" WEST 10.61 FEET: THENCE NORTH 01°37'09" WEST 2.70 FEET: THENCE SOUTH 88°22'51" WEST 0.79 FEET;

THENCE NORTH 01°37'09" WEST 25.69 FEET; THENCE NORTH 88°22'51" EAST 49.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT PARCEL L2-3

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST OUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.82 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.80 FEET ABOVE CHICAGO CITY DATUM, AND INING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT: THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 118.05 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88°22'51' WEST 24.48 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" LAST 7.06 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51 ZAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 11.47 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

### ALSO EXCEPT PARCEL L2-4

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUSDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONIAL PLANE HAVING AN ELEVATION OF +34.82 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.80 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST COXNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 73.75 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88°22'51" WEST 19.24 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 6.95 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.59 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT PARCEL L3-1

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF

SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.86 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.82 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 2.86 FEET; THENCE SOUTH 88°22'51" WEST 7.35 FEET; THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 7.35 FEET; THENCE NORTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 11.40 FEET; THENCE NORTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" EAST 24.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

### ALSO EXCEPT PARCEL L3-2

THAT PART OF LOT 142 IN ROSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A FLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.86 FEET ABOVE CITICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.82 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 92.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 25.06 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 11.20 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.18 FEET; THENCE NOLTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 7.68 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

### ALSO EXCEPT PARCEL L4-1

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.88 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.86 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 2.86

FEET; THENCE SOUTH 88°22'51" WEST 2.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 22.39 FEET; THENCE SOUTH 88°22'51" WEST 15.21 FEET; THENCE SOUTH 01°37'09" EAST 5.59 FEET; THENCE SOUTH 88°22'51" WEST 6.93 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 12.43 FEET; THENCE NORTH 01°37'09" WEST 4.39 FEET; THENCE SOUTH 88°22'51" WEST 8.31 FEET; THENCE NORTH 01°37'09" WEST 24.00 FEET; THENCE NORTH 88°22'51" EAST 42.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

### ALSO EXCEPT

PARCEL L4-2

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0520115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.88 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.86 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITH ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51' WEST ALONG THE NORTH LINE OF SAID TRACT 70.68 FEET; THENCE SOUTH 01°37'09" 3AST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 28.39 FEET: THENCE SOUTH 88°22'51" WEST 7.35 FEET: THENCE NORTH 01°37'09" WEST 0.40 FEE [; 1 HENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 11.40 FEET; THENCE NORTH 01°37'09" WEST 28.39 FEET: THENCE NORTH 88°22'51" EAST 24.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

#### ALSO EXCEPT

PARCEL L4-3

THAT PART OF LOT 142 IN ROOSEVELT SOUARE SUBDIVISION PHASE TWO, PLAT TWO. BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.88 FEET ABOVE CHICAGO CITY DATUM AND LYNG ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.86 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT: THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 120.22 FEET; THENCE SOUTH 01°37'09" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 7.39 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 10.61 FEET; THENCE NORTH 01°37'09" WEST 2.70 FEET; THENCE SOUTH 88°22'51" WEST 0.79 FEET; THENCE NORTH 01°37'09" WEST 25.69 FEET; THENCE NORTH 88°22'51" EAST 24.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT PARCEL L4-4

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.88 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.86 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 198.36 FEET, THENCE SOUTH 01°37'09" EAST 30.85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 9.42 FEET; THENCE NORTH 88°22'51" EAST 7.80 FEET; THENCE SOUTH 01 37'09" EAST 6.07 FEET; THENCE NORTH 88°22'51" EAST 9.61 FEET; THENCE SOUTH 01°37'0" EAST 18.90 FEET: THENCE SOUTH 88°22'51" WEST 36.63 FEET: THENCE NORTH 01°37'09" WEST 34.38 FEET; THENCE NORTH 88°22'51" EAST 19.23 FEET TO THE POINT OF BEGINN!!.VG, IN COOK COUNTY, ILLINOIS;

### ALSO EXCEPT PARCEL L5-1

THAT PART OF LOT 142 IN ROOSEVEL1 SOUARE SUBDIVISION PHASE TWO, PLAT TWO. BEING A SUBDIVISION OF PART OF THE I AST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A MORIZONTAL PLANE HAVING AN ELEVATION OF +64.90 FEET ABOVE CHICAGO CUTY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.48 FFET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDAR'S PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 2.86 FEET; THENCE SOUTH 88°22'51" WEST 2.97 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 01°37'09" EAST 22.39 FEET; THENCE SOUTH 88°22'51 'WEST 15.21 FEET; THENCE SOUTH 01°37'09" EAST 5.59 FEET: THENCE SOUTH 88°22'51" WEST 6.93 FEET: THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 12 43 FEET; THENCE NORTH 01°37'09" WEST 4.39 FEET; THENCE SOUTH 88°22'51" WEST 8.31 FEET; THENCE NORTH 01°37'09" WEST 24.00 FEET; THENCE NORTH 88°22'51" EAST 42.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

### ALSO EXCEPT

PARCEL L5-2

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN

ELEVATION OF +64.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.88 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 145.03 FEET; THENCE SOUTH 01°37'40" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 25.69 FEET; THENCE NORTH 88°22'51" WEST 12.52 FEET; THENCE SOUTH 01°37'09" WEST 2.70 FEET; THENCE SOUTH 88°22'51" WEST 8.92 FEET; THENCE NORTH 01°37'09" WEST 1.85 FEET; THENCE SOUTH 88°22'51" WEST 5.70 FEET; THENCE NORTH 01°37'09" WEST 10.46 FEET; THENCE SOUTH 88°22'51" WEST 21.97 FEET; THENCE NORTH 01°37'09" WEST 17.53 FEET; THENCE NORTH 88°22'51" EAST 48.32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

#### ALSO EXCEPT

PARCEL L5-3

THAT PART OF LOT 142 IN POOSEVELT SOUARE SUBDIVISION PHASE TWO, PLAT TWO. BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 MONTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A FLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVA ION OF +54.88 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZON (AL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 118.05 FEFF TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 24.48 FEET; THENC! NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 7.06 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NOPTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 11.47 FEET: THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS,

#### ALSO EXCEPT

PARCEL L6-1

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.80 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 45.86 FEET; THENCE SOUTH 01°37'40" EAST 2.86 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°37'09" EAST 24.00 FEET; THENCE SOUTH 88°22'51" WEST 0.46 FEET; THENCE SOUTH 01°37'09" EAST 4.39 FEET; THENCE SOUTH 88°22'51" WEST 10.90 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 7.44 FEET; THENCE NORTH 01°37'09" WEST 28.39 FEET; THENCE NORTH 88°22'51" EAST 24.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

### ALSO EXCEPT PARCEL L6-2

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0520115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.80 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITH ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51' WEST ALONG THE NORTH LINE OF SAID TRACT 95.44 FEET; THENCE SOUTH 01°37'40" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 28.39 FILET: THENCE SOUTH 88°22'51" WEST 11.36 FEET: THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; 1 HENCE SOUTH 88°22'51" WEST 7.39 FEET; THENCE NORTH 01°37'09" WEST 28.39 FEET; TIJENCE NORTH 88°22'51" EAST 24.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, LLINOIS;

### ALSO EXCEPT PARCEL L6-3

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.80 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 145.03 FEET; THENCE SOUTH 01°37'09" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 25.69 FEET; THENCE NORTH 88°22'51" EAST 0.79 FEET; THENCE SOUTH 01°37'09" EAST 2.70 FEET; THENCE SOUTH 88°22'51" WEST 12.52 FEET; THENCE NORTH 01°37'09" WEST 2.25 FEET; THENCE SOUTH 88°22'51" WEST 8.92 FEET; THENCE SOUTH 01°37'09" EAST 1.85 FEET; THENCE SOUTH 88°22'51" WEST 5.70 FEET; THENCE NORTH 01°37'09" WEST 10.46 FEET; THENCE SOUTH 88°22'51" WEST 18.87 FEET; THENCE SOUTH 01°37'09" EAST 10.46 FEET; THENCE SOUTH 88°22'51" WEST 27.34

FEET; THENCE NORTH 01°37'09" WEST 27.99 FEET; THENCE NORTH 88°22'51" EAST 72.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L6-4

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.80 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTA 88°22'51" WEST 118.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 24.48 FEET: THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 7.06 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'5 " FAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" FAST 11.47 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

### ALSO EXCEPT

PARCEL L6-5

THAT PART OF LOT 142 IN ROOSEVELT SOUALF SUBDIVISION PHASE TWO, PLAT TWO. BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RICCRDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.80 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.90 FEET APOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 73.75 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88°22'51" WEST 19.24 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 6.95 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.59 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT

PARCEL L6-6

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL

MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.80 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 2.96 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" EAST 25.56 FEET; THENCE NORTH 01°37'09" WEST 18.50 FEET; THENCE NORTH 88°22'51" EAST 5.57 FEET; THENCE NORTH 01°37'09" WEST 9.51 FEET; THENCE NORTH 88°22'51" EAST 13.65 FEET; THENCE SOUTH 01°37'09" EAST 11.30 FEET; THENCE NORTH 88°22'51" EAST 1.56 FEET; THENCE SOUTH 01°37'09" EAST 11.30 FEET; THENCE NORTH 88°22'51" EAST 1.56 FEET; THENCE SOUTH 01°37'09" EAST 28.68 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

For informational purposes or ity
Commonly known as 1357 We a Roosevelt Road, Chicago, IL 60608;
PIN No. 17-20-102-057-0000

#### **ESTATE 2:**

LEASEHOLD ESTATE CREATED BY GROUND LEASE DATED SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT NO. 0425441020, AS AMENDED BY INSTRUMENT RECORDED JULY 14, 2006 AS DOCUMENT NO. 0619534097, MADE BY AND BETWEEN THE CHICAGO HOUSING AUTHORITY, AS GROUND LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AS GROUND LESSEE, WHICH GROUND LEASE DEMISES THE LAND FOR A TERM OF 99 YEARS COMMENCING ON THE LEASE COMMENCEMENT DATE. (AFFECTS PARCELS 1 AND 4 OF TRACT 5); GROUND LEASE DATED SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT NO. 0425441021, MADE BY AND BETWEEN THE CHICAGO HOUSING AUTHORITY AS GROUND LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AS GROUND LESSEE, WHICH GROUND LEASE DEMISES THE LAND FOR A TERM OF 99 YEARS COMMENCING ON THE LEASE COMMENCEMENT DATE. (AFFECTS PARCEL 2 OF TRACT 5); ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE FROM THE CHICAGO HOUSING AUTHORITY, A MUNICIPAL CORPOR ATION AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, TO RS AFFORDABLE I LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, DATED AS OF JANUARY 10, 2023; DEMISRYG THE FOLLOWING DESCRIBED LAND:

#### TRACT 5:

PARCEL 1 - NORTH RESIDENTIAL PARCELS

#### PARCEL 1A:

LOTS 1, 5, 7, 19, 23 AND 31 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION, AND SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE FAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 27, 2004 AS DOCUMENT NO. 0414831142, AND CORRECTED BY INSTRUMENTS RECORDED AS DOCUMENT NOS. 0434416165 AND 0619534094.

#### For informational purposes only:

Commonly known as 904-910, 1026-1030 South Racine Avenue; 905, 909, 1023-1027 South Lytle Street; all in Chicago, IL 60607; and 1214 West Roosevelt Road, all in Chicago, IL 60608;

PIN Nos. 17-17-334-009-0000, 17-17-334-015-0000, 17-17-334-021-0000, 17-17-323-002-0000, 17-17-323-006-0000 and 17-17-323-008-0000.

#### PARCEL 1B:

LOT 9 IN RESUBDIVISION OF LOTS 3 AND 4 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION, AND SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 27, 2004 AS DOCUMENT NO. 0414831142, AND CORRECTED BY INSTRUMENTS RECORDED AS DOCUMENT NOS. 0434416165 AND 0619534094, SAID RESUBDIVISION RECORDED JUNE 6, 2005 AS DOCUMENT NO. 0515727087, AND CORRECTED BY INSTRUMENT RECORDED JULY 14, 2006 AS DOCUMENT NO. 0619534095.

For informational purposes only:

Commonly known as 1217 West Arthington Street, Chicago, IL 60607; PIN No. 17-17-323-025-0000.

PARCEL 1C:

LOT 10 IN RESUBDIVISION OF LOTS 27 AND 28 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION, AND SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 27, 2004 AS DOCUMENT NO. 0414831142, AND CORRECTED BY INSTRUMENTS RECORDED AS DOCUMENT NOS. 0434416165 AND 0619534094, SAID RESUBDIVISION RECORDED JUNE 6, 2005 AS DOCUMENT NO. 0515727088.

For informational purposes only:

Commonly known as 1202 West Grenshaw Street, Chicago, IL 60607;

PIN No. 17-17-334-044-0000.

#### PARCEL 1D.

LOT 12 IN RESURDIVISION OF LOTS 29 AND 30 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION, AND SUBDIVISION OF 31 GCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, C'YY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 27, 2004 AS DOCUMENT NO. 0414831142, AND CORRECTED BY INSTRUMENTS RECORDED AS DOCUMENT NOS. 0434416165 AND 0619534094, SAID RESUBDIVISION RECORDED JUNE 6, 2005 AS DOCUMENT NO. 0515727089, AND CORRECTED BY INSTRUMENT RECORDED JULY 14, 2006 AS DOCUMENT NO. 0619534093.

For informational purposes only:

Commonly known as 1201 West Grenshaw Street, Chicago, IL 60607;

PIN No. 17-17-334-034-0000.

#### PARCEL 2 - MIXED USE RESIDENTIAL PARCEL:

LOTS 10, 12, 13, 14 AND 15 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION, AND SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRF PRINCIPAL MERIDIAN, CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 27, 2004 AS DOCUMENT NO. 0414831142, AND CORRECTED BY INSTRUMENTS RECORDED AS DOCUMENT NOS. 0434416165 AND 0619534094; EXCEPT FROM SAID LOTS 10, 12, 13, 14 AND 15 THOSE PARTS THEREOF LYING WITHIN THE NORTH RETAIL PARCEL DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELIVATION 14.65 AND BENEATH ELEVATION 25.28 CITY OF CHICAGO DATUM:

PART OF LOT 14 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 89°58'19" EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.26 FEET; THENCE NORTH 00°01'41" EAST, A DISTANCE OF 1.01 FEET; TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00°01'41" EAST, A DISTANCE OF 53.87 FEET; THENCE SOUTH 89°58'19" EAST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 89°58'19" WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 16.52 FEET; THENCE NORTH 89°58'19"

WEST, A DISTANCE OF 2.27 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 0.14 FEET; THENCE NORTH 89°58'19" WEST, A DISTANCE OF 12.95 FEET; TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS.

#### ALSO EXCEPT

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.65 AND BENEATH ELEVATION 25.28 CITY OF CHICAGO DATUM:

PART OF LOT 13 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OR PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MEXIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE SOUTHEAST COPINER OF SAID LOT 13; THENCE NORTH 89°58'19" WEST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.01 FEET; THENCE NORTH 00°01'41" EAST, A DISTANCE OF 1.01 FEET; TO THE POINT OF BEG!!\(\frac{1}{2}\)!\(\frac{1}{2}\)!\(\frac{1}{2}\)''' OF THIS DESCRIPTION; THENCE NORTH 00°01'41" EAST, A DISTANCE OF 53.87 FEET; THENCE NORTH 89°58'19" WEST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 32.35 FEET; THENCE SOUTH 89°58'19" EAST, A DISTANCE OF 53.25 FEET; THENCE SOUTH 89°58'19" EAST, A DISTANCE OF 16.52 FEET; THENCE SOUTH 89°58'19" EAST, A DISTANCE OF 12.95 FEET; TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF COOK; STATE OF ILLINOI'S.

#### ALSO EXCEPT

ALL THAT PORTION OF THE FOLLOWING DESCRIPED PREMISES LYING ABOVE ELEVATION 14.55 AND BENEATH ELEVATION 25.18 CITY OF CHICAGO DATUM:

PART OF LOT 12 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, LYING WITHIN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, PANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS 10 WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 12; THENCE SOUTH 89°58'19" EAST, A DISTANCE OF 1.01 FEET; TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00°01'41" EAST, A DISTANCE OF 1.01 FEET; THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00°01'41" EAST, A DISTANCE OF 2.30 TEET; THENCE SOUTH 89°58'19" EAST, A DISTANCE OF 2.30 TEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 89°58'19" WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 16.52 FEET; THENCE NORTH 89°58'19" WEST, A DISTANCE OF 0.14 FEFT; THENCE SOUTH 89°58'19" WEST, A DISTANCE OF 0.14 FEFT; THENCE SOUTH 89°58'19" WEST, A DISTANCE OF 0.14 FEFT; THENCE SOUTH 89°58'19" WEST, A DISTANCE OF 1.2.95 FEET; TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF COOK; STATE OF ILLINOIS.

#### ALSO EXCEPT

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.40 AND BENEATH ELEVATION 25.03 CITY OF CHICAGO DATUM:

PART OF LOT 10 AS DESIGNATED UPON PLAT I ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD

PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 89°58'19" EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.26 FEET; THENCE NORTH 00°01'41" EAST, A DISTANCE OF 1.01 FEET; TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00°01'41" EAST, A DISTANCE OF 53.87 FEET; THENCE SOUTH 89°58'19"EAST, A DISTANCE OF 20.22 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 4.86 FEET; THENCE SOUTH 89°58'19" EAST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 89°58'19" WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 16.52 FEET; THENCE NORTH 89°58'19" WEST, A DISTANCE OF 0.14 FEET; THENCE NORTH 89°58'19" WEST, A DISTANCE OF 12.95 FEET: TO THE POINT OF BEGINNING, IN THE COUNTY OF COOK, STATE OF ILLINOIS.

#### ALSO EXCEPT

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.50 AND BENEATH FUZYATION 26.83 CITY OF CHICAGO DATUM:

PART OF LOT 15 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15; THENCE NORTH 89°58'27" WEST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 10.63 TO A POINT; THENCE NORTH 45°00'08" WEST, A DISTANCE OF 3.67 FEET TO THE POINT OF BEGINNING O' 1H'S DESCRIPTION; THENCE NORTH 44°59'52" EAST, A DISTANCE OF 5.10 FEET TO A POINT; THEN, E NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 3.15 FEET AND A CENTRAL ANGLE OF 180°00'00" (THE CHORD OF WHICH BEARS NORTH 44°59'52' EAST, A DISTANCE OF 6.29 FEET); THENCE NORTH 44°59'52" EAST, A DISTANCE OF 5.10 FEET TO A POINT: THENCE NORTH 45°00'08" WEST, A DISTANCE OF 2.00 FEET TO A POINT; THENCE SOUTH 44°59'52" WEST, A DISTANCE OF .018 FEET TO A POINT; THENCE NORTH 45°00'08" WEST, A DISTANCE OF 0.61 FF27 TO A POINT; THENCE NORTH 00°00'08" WEST, A DISTANCE OF 31.26 FEET TO A POINT; THENCE SOU'L' 89°59'52" WEST, A DISTANCE OF 11.46 FEET TO A POINT; THENCE NORTH 00°00'08" WEST, A DISTANCT, Of 2.99 FEET TO A POINT; THENCE SOUTH 89°59'52" WEST, A DISTANCE OF 29.17 FEET TO A POINT, THENCE NORTH 00°00'08" WEST, A DISTANCE OF 12.01 FEET TO A POINT; THENCE SOUTH 89'59'52" WEST A DISTANCE OF 6.18 FEET TO A POINT; THENCE SOUTH 00°00'08" EAST, A DISTANCE OF 2.47 FEET 1°C A POINT; THENCE SOUTH 89°59'52" WEST, A DISTANCE OF 8.58 FEET TO A POINT; THENCE NORTH 00°00'08" WEST, A DISTANCE OF 2.47 FEET TO A POINT; THENCE SOUTH 89°59'52" WEST, A DISTANCE OF 38.95 FEET TO A POINT; THENCE SOUTH 00°00'08" EAST, A DISTANCE OF 57.67 FEET TO A POINT; THE NCE NORTH 89°59'52" EAST, A DISTANCE OF 82.93 FEET TO A POINT; THENCE SOUTH 45°00'08" EAST, A DISTANCE OF 0.61 FEET TO A POINT; THENCE SOUTH 44°59'52" WEST, A DISTANCE OF 0.18 FEET TO A POINT; THENCE SOUTH 45°00'08" EAST, A DISTANCE OF 2.00 FEET; TO THE POINT OF BEGINNING, IN THE COUNTY OF COOK, STATE OF ILLINOIS.

### For informational purposes only:

Commonly known as 1200, 1210, 1214, 1218 and 1224 West Taylor Street, all in Chicago, IL 60607; PIN Nos. 17-17-323-038-0000 (part), 17-17-323-040-0000 (part), 17-17-323-042-0000 (part), 17-17-323-044-0000 (part) and 17-17-323-046-0000 (part).

PARCEL 3: INTENTIONALLY OMITTED.

PARCEL 4 - SOUTH PARCEL:

LOTS 34, 35, 37, 43, 45, 46, 49, 53, 55, 58, AND 62 IN PLAT 2 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BLOCKS 6, 7, AND PART OF 8 OF HENRY WALLER'S SUBDIVISION, PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 27, 2004 AS DOCUMENT NO. 0414831143. For informational purposes only:

Commonly known as 1105-1111 and 1133 West Roosevelt Road; 1220, 1248-1250 and 1264-1266 South Blue Island, Avenue; 1140-1142 West 13th Street; and 1120-1124, 1133-1145, 1146-1156 and 1157 West Washburne Avenue, all in Chicago, IL 60608;

PIN Nos. 17-20-207-046-0000, 17-20-207-049-0000, 17-20-207-053-0000, 17-20-207-055-0000, 17-20-207-058-0000, 17-20-207-062-0000, 17-20-200-066-0000, 17-20-200-067-0000, 17-20-200-069-0000, 17-20-200-075-0000 and 17-20-200-077-0000.

#### **ESTATE 3:**

FEE SIMPLE TITLE TO ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASES ON THE LEASEHOLD ESTATES HEREINABOVE DESCRIBED AS ESTATE 1 AND ESTATE 2.

### **Public Housing Provisions Rider to Loan Instrument**

The following modifications are made to that certain Promissory Note (the "Instrument") that precedes this Public Housing Provisions Rider to Loan Instrument (this "Rider"). The provisions hereof shall be deemed incorporated by reference in each document (each, a "Related Document") that, together with the Instrument, evidences, secures, or otherwise relates to the same financing transaction as the Instrument (the "Loan").

PUBLIC HOUSING REQUIREMENTS. By the execution of this Rider, Heartland Housing, Inc., an Illinois not for profit corporation ("Lender") acknowledges that seventy-five (75) of the dwelling units to be developed on the real property located in three (3) midrise buildings located at 1000 Racine Avenue, 1257 West Roosevelt Road and 1357 West Roosevelt Road and further described in Exhibit B of the Instrument (the "Property") (such that seventy-five (75) units, the "Public 'iousing Units") will be assisted by funding provided through Chicago Housing Authority (the "Housing Authority"), and constitute a public housing project as defined in the U.S. Housing Act of 1937, as amended (the "Act"). As such, the Public Housing Units shall be subject to the following for so long as they remain public housing: (a) the Act, (b) the Annual Contributions Contract ("ACC") between the Authority and the U.S. Department of Housing and Urban Development ("HUD"), (c) the Mixed Finance Amendment to the ACC (the "Mixed Finance ACC Amendment"), (d) the Declaration of Restrictive Covenants, dated of substantially even date herewith between the Housin's Authority and RS Affordable I LLC, an Illinois limited liability company ("Borrower"), (e) any federal statutes, regulations and executive orders applicable to public housing projects (collectively the "Public Housing Requirements"), and (f) a Regulatory and Operating Agreement ("Roo Agreement") between the Authority and Borrower. If there is a conflict between a province of this Instrument or any other "Loan Document" (as defined in the Instrument) that affects the Public Housing Units and a requirement in any Public Housing Requirement or the R&O Agreemen', then the Public Housing Requirement and the R&O Agreement shall govern, except as such Public Housing Requirements or R&O Agreement may have been expressly waived in writing by HUD or the Housing Authority, as appropriate. The provisions of this Rider are intended to implement this paragraph without limitation of its general effect.

**RESTORATION IF FEASIBLE**. If any provision relating to the at plication of casualty and/or condemnation proceeds in the Instrument or Related Documents conflict with the Mixed Finance ACC Amendment, the provisions of Section 11 of the Mixed Finance ACC Amendment shall control.

<u>NOTICE</u>. If Lender gives notice of default to Borrower under the Instrument or any other Loan Document, Lender shall give a copy of such notice to HUD in the same manner of notice as is provided for in the Instrument or other Loan Document; provided, however, that the failure of any such party to receive any such notice shall not be a defense against any action taken or to be taken by Lender against Borrower under the Instrument or any of the Loan Documents. Such notice shall be given at the addresses set forth below:

If to Lender: Heartland Housing, Inc.

208 South LaSalle Street Suite 1300

Chicago, Illinois 60604 Attn: Executive Director

If to the Housing Authority: Chicago Housing Authority

60 East Van Buren Street, 12th Floor

Chicago, Illinois 60605 Attn: Chief Executive Officer

With copies to: Chicago Housing Authority

60 East Van Buren Street, 12th Floor

Chicago, Illinois 60605 Attn: Chief Legal Officer

With a copy to: United States Department of Housing and

Uroan Development 451 Seventh Street, S.W. Washington, DC 20410

Attention: Office of the General Counsel

MODIFICATION OF LOAN DOCUMENTS. Neither the Instrument nor any Loan Document, as modified by any riders, shall be materially modified in a way that might affect the Public Housing Units without the consent of the Housing Authority or HUD during the term of Public Housing Requirements or the R&O Agreement.

LIMITATION OF ASSIGNMENTS AND SECURITY INTEREST. Notwithstanding any contrary provision of the instrument or any other Loan Document, any funds of Borrower that are assigned, pledged, or otherwise come into the possession or control of Lender (not including scheduled payments on the Loan) and that derive from the Public Housing Units (including without limitation rents collected from the Public Housing Units or any operating subsidy received from the Housing Authority or HUD for the operating of such units) or are otherwise restricted in use by the R&O Agreement and Public Housing Requirements shall be utilized only in accordance with the R&C Agreement and Public Housing Requirements. The burden shall be on Borrower or the Housing Authority to prove that any funds relating to the Property that are not held in an account designated as a "Public Housing Subaccount" or words to that effect are, in fact, derived from the Public Housing Units.

LIMITATION ON RECOURSE. Lender recognizes that, except as otherwise authorized pursuant to the ACC, as amended, ine Housing Authority may not transfer, convey, assign, lease, mortgage, pledge or otherwise encumber (a) any "project," as such term is defined in the ACC, (b) any operating receipts of the Housing Auti ority (as the term "operating receipts" is defined in the ACC) that are subject to the ACC, (c) ary public housing operating reserve of the Housing Authority reflected in the Housing Authority's annual operating budget and required under the ACC, or (d) any other asset whose uses are limiter by Public Housing Requirements (any of them, "Restricted Property"). Therefore, notwithstanding my contrary provision of the Instrument or any Related Document, Lender shall have no right of recouse under the Instrument or any Related Document against any Restricted Property other than property to which HUD has expressly granted recourse in connection with the Financing Transaction.

BENEFICIARY. The Housing Authority is an express third party beneficiary under the provisions of the Rider for the sole purpose of enforcing the provisions of this Rider. Office

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have duly executed this Rider by their duly authorized signatories on or as of the date of the Instrument.

#### LENDER:

**HEARTLAND HOUSING, INC.,** an Illinois not for profit corporation

By:

Property of Cook County Clark's Office Title: Executive Divertion + Vice Pessident

#### **BORROWER:**

RS AFFORDABLE I LLC, an Illinois limited liability company

By: RS 3B LLC, an Illinois limited liability company,

its managing member

By: LR ABLA LLC, a Delaware limited liability company,

its managing member

Ey: LR Development Company LLC, a Delaware limited liability company,

Sty Clark's Office

Iba Related Midwest, its sole member

Name: Ancques Sandberg

Title: Vice President

OFFICIAL SEA!
TIMOTHY J RIGGENBACH,
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/10/24

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