Approved Form

86082627

MFM001-M/N
MASTER 8-20-85
IHDA Form No.
IHDA Loan No. 198(INS)
1985 Series B

REGULATORY AGREEMENT
(FHA-Insured Housing Development)

THIS REGULATORY AGREEMENT, dated as of the 14th day of February, 1986, by and between LaSalle National Bank, not personally but solely as Trustee under a Trust Agreement (hereinafter referred to as the "Trust Agreement") dated November 11, 1985, and known as Trust No. 110523 (hereinafter referred to as "Mortgagor"), The North Washington Park Partnership an Illinois limited partnership (hereinafter referred to as "Owner"), and the ILLINOIS HOUSING DEVELOPMENT AUTHORITY (hereinafter referred to as "Authority"), a body politic and corporate established pursuant to the Illinois Housing Development Act, Laws 1967, p. 1931, constituting Chapter 67-1/2, Section 301, et seq., Illinois Revised Statutes, as amended and supplemented (hereinafter referred to as the "Act");

W I T N E S S E T H:

WHEREAS, Mortgagor is the holder of legal title of certain real property upon which a housing project is to be erected or rehabilitated, located in Chicago, Illinois, which is legally described in Exhibit A attached hereto and by this reference made a part hereof (which real property together with the improvements thereon is hereinafter referred to as the "Development"), and Owner is the sole beneficiary under the Trust Agreement;

WHEREAS, Authority has heretofore issued a mortgage loan commitment (hereinafter referred to as the "Commitment") to make a loan to Mortgagor in an amount not to exceed the sum of Three Million, Nine Hundred Twenty-Four Thousand Six Hundred Dollars ($3,924,600.00) (hereinafter referred to as the "Mortgage Loan") to be used with such other monies, if any, paid by Mortgagor for the acquisition, construction or rehabilitation, development and/or permanent financing of the Development, which Mortgage Loan is to be evidenced by a certain mortgage note (hereinafter referred to as the "Mortgage Note") and secured by a certain mortgage of even date herewith on the Development and recorded on February 28, 1986 as Document No. 86082625 (hereinafter referred to as the "Mortgage");

WHEREAS, the advances under the Mortgage Loan are to be insured by the Federal Housing Administration ("FHA") under Section 221(d)(4) of the National Housing Act, as amended, and Mortgagor and Owner have entered into a Regulatory Agreement with the Secretary of Housing and Urban Development ("HUD"), FHA Form No. 2466 or 92465 (if Section 8 of the U.S. Housing Act of 1937 is applicable), of even date herewith and recorded on February 28, 1986 as Document No. 86082626 (the "FHA Regulatory Agreement"); and

WHEREAS, as an inducement to Authority to make the Mortgage Loan, Owner and Mortgagor have agreed to enter into this Regulatory Agreement in accordance with the terms, conditions and covenants set forth below and consents hereby to be regulated and restricted by Authority as herein provided and as provided for in the Act and the rules, regulations, policies and procedures of Authority promulgated thereunder;

AFTER RECORDING RETURN TO: Box 15
TICOR TITLE INSURANCE CO.
Paul N. Yannias - NTS

86082627

TTI N24-12023-14/207839 4 of 6

NOW, THEREFORE, the parties hereto covenant and agree hereby as follows:

1. The foregoing recitals are made a part of this Regulatory Agreement.

2. Act and Regulations. Owner and Mortgagor agree that at no time shall their acts regarding the Development violate the Act or the rules required to be promulgated thereunder, as amended from time to time, the applicable statutes and rules and regulations of the United States Government or any agreements entered into with federal agencies concerning the Development, which agreements they agree to execute if Authority so requests.

3. Additional Owner Covenants. Owner further covenants and agrees that:

(a) It shall establish and maintain market rental charges for the dwelling units in the Development not greater than those sufficient to pay the amounts required under the Plans described in subparagraph (c) hereinbelow, usual and customary expenses in operating and maintaining the Development, the debt service payments required under the Mortgage Note, reasonable reserves, any amounts of permitted Distributions to Owner, and all other expenses and charges due under the Mortgage Note, the Mortgage and the FHA Regulatory Agreement;

(b) With respect to those dwelling units in the Development reserved under the Tenant Selection Plan for Moderate Income Tenants, if any, it shall limit admission to the Development to those persons and families whose incomes do not exceed the limits of no less than 160% of median income heretofore approved by Authority in the Tenant Selection Plan described in (c)(ii) below (with respect to the subject Development, 0 dwelling units are reserved for Moderate Income Tenants);

(c) In the advertising, marketing and rental of units in the Development and the selection of tenants for such units, Owner agrees to abide by the terms and conditions of: (i) its Affirmative Fair Housing Marketing Plan, dated January 14, 1985, and approved by Authority on April 12, 1985 (any change in or to said Affirmative Fair Housing Market Plan must be approved by HUD) and (ii) the Tenant Selection Plan dated January 23, 1986, which Tenant Selection Plan is attached hereto as Exhibit B and by this reference made a part hereof;

(d) Preference for occupancy in the Development shall be given to those persons and families displaced from an urban renewal area, or as a result of governmental action, or as a result of a major disaster, in accordance with the Act and the applicable regulations and procedures of Authority or as determined by the President pursuant to the Disaster Relief Act of 1970 in accordance with the FHA Regulatory Agreement; and

(e) It will obtain all governmental approvals required by law for its acquisition, construction, ownership and operation of the Development.

(f) No less than N/A parking spaces included in the Development shall be reserved for use exclusively by residential tenants in the Development and their guests.

4. Acts Requiring Authority Approval. Owner and Mortgagor shall not without the prior written approval of Authority:

(a) Sell, convey, transfer, lease, sublease (other than for actual occupancy of a unit in the Development, and then only in accordance with the terms permitted herein and in the FHA Regulatory Agreement) or encumber any of the Development, or permit the conveyance, transfer or encumbrance of any part of the Development or any interest in the Development unless Authority expressly consents to such sale, conveyance, transfer, lease, sublease or encumbrance and a prepayment of the Mortgage Note is made by Mortgagor in compliance with Paragraph 8 hereof, provided, however, that no such Prepayment shall be required (but such consent of Authority shall be required) for Mortgagor and Owner to (i) grant easements, licenses or rights-of-way over, under or upon the site of the Development, so long as such easements, licenses or rights-of-way do not destroy or diminish the value or usefulness of such site, as determined by Authority, (ii) lease the Development or a portion thereof to a third party for the purposes of operation, when and to the extent authorized by law, such lease to be subject to all of the terms, provisions and limitations of the Mortgage Loan documents (iii) sell or exchange any land not required for the Development, provided that the proceeds derived from the sale of any such lands shall be paid over to Authority and applied by Authority to reduce the obligations of Authority incurred in connection with the financing of the Mortgage Loan (such payment to Authority shall also be applied as a mandatory reduction of the Mortgage Loan indebtedness and no prepayment premium under Paragraph 8 hereof shall be payable with respect thereto) and (iv) sell the Development to another mortgagor approved by Authority, which successor mortgagor shall assume the Mortgage and all related Mortgage Loan documents on the same terms as apply to the Mortgagor and the Owner; provided, however, that the prior written consent of HUD to any such sale, conveyance, transfer, lease, sublease or encumbrance shall be deemed to be the prior written consent of Authority; provided further, however, prior to Owner and Mortgagor requesting or receiving HUD consent to any such sale, conveyance, transfer, lease, sublease, or encumbrance, it

shall be the independent obligation hereunder of Owner and Mortgagor to submit to Authority, for Authority's review and written verification, proof satisfactory to Authority, that such purchaser, transferee, lessee, sublessee or encumbrance holder under such sale, conveyance, transfer, lease, sublease or encumbrance is an eligible borrower under the Act, and nothing contained in this Paragraph 4(a) shall impose any requirement on HUD to obtain any such written verification from Authority.

(b) Convey, assign, pledge or transfer all or any part of the beneficial interest (including the power of direction) in any trust holding title to the Development, or any right to manage or receive the rents and profits from the Development, or convey, assign, pledge or transfer the entire, or any portion of, any general partnership interest, stock ownership interest or other interest (other than a limited partnership interest unless prohibited by HUD) in an entity or person comprising or owning said beneficial interest or power of direction; provided, however, that the prior written consent of HUD to any such conveyance, assignment, pledge or transfer shall be deemed to be the prior written consent of Authority (any such conveyance, assignment, pledge or transfer which under applicable HUD rules and regulations does not require HUD consent shall similarly not require Authority's consent); provided further, however, prior to Owner and Mortgagor requesting or receiving HUD consent to such conveyance, assignment, pledge or transfer of all or part of the beneficial interest, including the power of direction, in any trust holding title to the Development, it shall be the independent obligation hereunder of Owner and Mortgagor to submit to Authority, for Authority's review and written verification, proof satisfactory to Authority, that such purchaser, assignee, pledgee or transferee under such conveyance, assignment, pledge or transfer is an eligible borrower under the Act, and nothing contained in this Paragraph 4(b) shall impose any requirement on HUD to obtain any such written verification from Authority.

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

(d) Enter any contract or contracts for managerial services which, to the best of Owner's or Mortgagor's knowledge, will result or could result in a conflict of interest between any of the parties to the

contracts and Authority, its board members, officers, employees, agents or members of their respective immediate families; or

(e) Invest or deposit any funds from the Development in any property, real, personal or mixed, except obligations of, or fully guaranteed or secured as to principal by, the United States of America or an agency thereof or the State of Illinois, or deposit or maintain such funds in a depository not approved by Authority.

5. Distributions. Owner and Mortgagor shall not, without the prior written approval of Authority, make, receive or retain any distribution of assets or any income of any kind of the Development, except Surplus Cash and then only as permitted herein and except on the following conditions (provided, however, that no such Distribution shall occur without the prior written approval of Authority and without Authority's receipt and approval of the annual financial report required under Paragraph 7(c) hereof, which approvals shall not be unreasonably withheld):

(a) Any Distribution shall be made only after the end of each fiscal year, and shall be limited to Twelve and Forty-Three One Hundredths percent (12.43%) of the Equity in the Development, as defined herein and set forth in the Act, which Distribution shall be cumulative;

(b) No Distribution shall be made from borrowed funds, prior to the completion of the Development or when there is any notice of default under this Regulatory Agreement, Mortgage Note or Mortgage;

(c) Any Distribution of any funds of the Development, which the party receiving such funds is not entitled to retain hereunder, shall be held in trust separate and apart from any other funds; and

(d) There shall have been compliance with all outstanding notices of requirements for proper maintenance and operations of the Development.

It is understood and agreed that no such Distribution shall be made in violation of the FHA Regulatory Agreement, or in excess of the amounts permitted by HUD, and it is further agreed that should the regulations of Authority permit only a lesser Distribution, then the Distribution shall not exceed that permitted by Authority.

6. Equity in the Development. Owner covenants and agrees to have Equity in the Development determined as follows:

(a) On the Initial Closing Date, Authority shall estimate the Equity in the Development and enter into an initial equity agreement with Owner which sets forth the amount and sources thereof; and

(b) On the Final Closing Date, Authority shall, pursuant to its adopted resolution, determine the Equity in the Development and enter into a final equity agreement with Owner which sets forth the amount thereof, which amount shall remain constant until the Mortgage is satisfied.

7. Owner's Duties. In addition to, but not by way of limitation of, the other duties of Owner set forth herein, Owner shall comply with the following:

(a) Audit. The Development, equipment, buildings, plans, offices, apparatus, devices, books, contracts, records, documents and other papers relating thereto shall at all times be maintained in reasonable condition for proper audit and shall be subject to examination, inspection and copying at any reasonable time by Authority, or the authorized agent or representative of Authority.

(b) Books and Records. The books and records of Owner and of the operations of the Development shall be kept in accordance with the requirements of Authority and HUD.

(c) Financial Report. Within sixty (60) days following the end of each fiscal year, Authority shall be furnished with a complete annual financial report based upon an examination of the books and records of Owner, prepared in accordance with the requirements of Authority, certified to by Owner, and when required by Authority, certified at Owner's expense by an Illinois licensed certified public accountant, or other person acceptable to Authority, provided that all HUD requirements shall also be met.

(d) Furnishing Information. At the request of Authority, Owner shall furnish such reports, projections and analysis as required pursuant to the rules and regulations of Authority, as amended from time to time, and shall give specific answers to questions upon which information is desired from time to time relative to Owner's income, assets, liabilities, contracts and operation and the condition of the Development.

8. Conditions of Prepayment of the Mortgage Note. The Mortgage Note provides that Mortgagor is prohibited from prepaying the debt evidenced thereby in whole or in part without the prior written consent of Authority and HUD. Authority will not consent to any prepayment of the Mortgage Note prior to a date which is ten (10) years after the initial disbursement of the Mortgage Loan proceeds. Thereafter Mortgagor may prepay the Mortgage Note in full on the following conditions:

(a) the payment to Authority of the unpaid principal and interest due under the Mortgage Note together with all other amounts due Authority thereunder or under the Mortgage;

(b) the payment to Authority of a premium or charge equal to the following percentage of the outstanding principal balance of the Mortgage Note (the "Prepayment Premium"):

Prepayment Period	Prepayment Penalty
5-1-95 -- 4-30-96	7.3024772%
5-1-96 -- 4-30-97	6.3024772%
5-1-97 -- 4-30-98	5.3024772%
5-1-98 and thereafter	4.3024772%;

(c) The Prepayment Premium shall only be deemed to have been paid to Authority or holder of the Mortgage Note if it shall have been on deposit with the Authority or holder of the Mortgage Note for a period of ninety-one (91) days during which no objection in bankruptcy shall have been filed by or against Mortgagor.

(d) If prepayment under the Mortgage Note pursuant to the terms and conditions hereinabove occurs prior to the later of the termination of (i) the Qualified Project Period or (ii) the period during which any of the Bonds remain outstanding, Mortgagor executes and delivers to Authority, concurrently with the payments required in (a) and (b) above, a quitclaim deed conveying the Development to Authority and Harris Trust & Savings Bank, as trustee ("Trustee") under Authority's 1985 Series B Multi-Family Housing Resolution adopted May 24, 1985, as amended and supplemented, in order that said grantees may immediately thereafter impose the occupancy restrictions, rental restrictions and use restrictions required by Section 103(b) of the Code, and such other terms, conditions or restrictions as Authority shall require in order to monitor or defray the costs of monitoring such compliance, in a quitclaim deed or deeds reconveying the Development to Mortgagor, all in a form, manner and priority as required by Authority and in substance identical to that certain Regulatory Agreement as to Tax-Exemption of even date herewith, by and between Maker, the beneficiary of Maker, Authority and Trustee (the "Tax-Exemption Regulatory Agreement"); provided, however, if subsequent amendments to Section 103 of the Code impose additional or other restrictions or requirements on the Development, Mortgagor shall execute such quitclaim deed or deeds or agreements in form, manner, substance and priority as required by Authority for the purposes of complying fully (as determined by nationally recognized bond counsel chosen by Authority) with Section 103 of the Code, as so amended. The terms "Qualified Project Period" and "Bonds", as used in this Paragraph 8(d) shall have the same definitions as contained in the Tax-Exemption Regulatory Agreement.

(e) The Prepayment Premium provided in Paragraph 8(b) hereof shall not be payable with respect to a prepayment of the Mortgage Note resulting from the application of casualty insurance proceeds or condemnation awards in reduction of the Mortgage Note indebtedness or resulting from the application of funds in reduction of the Mortgage Note indebtedness pursuant to Paragraph 4(a)(iii) hereof.

Authority agrees that it shall not transfer or assign the Mortgage Note to any party (other than HUD) unless such transferree or assignee shall first have agreed to be bound by the provisions of this Paragraph 8, notwithstanding the terms of the Mortgage Note and have agreed to similarly bind any subsequent transferee.

9. Non-Discrimination in Housing.

(a) Owner shall not in the selection of tenants, in the provision of services or in any other manner unlawfully discriminate against any person on the grounds of race, color, creed, religion, sex, age, handicap or national origin.

(b) Owner shall comply with all of the provisions of Section 13 of the Act and all other provisions of federal, state and local law relative to non-discrimination.

10. Subordination and Enforcement of Regulatory Agreement. This Regulatory Agreement and the terms, conditions and restrictions hereunder are subordinate to the Mortgage and the FHA Regulatory Agreement. Upon violation of any of the provisions of this Regulatory Agreement by Owner or Mortgagor, Authority may give written notice thereof to Owner or Mortgagor, by registered or certified mail, addressed to the addresses stated in this Regulatory Agreement, or such other addresses as may subsequently, upon appropriate written notice thereto to Authority, be designated by Owner or Mortgagor as its legal business address. If such violation is not corrected to the satisfaction of Authority within thirty (30) days after the date such notice is mailed or within a reasonable time if such violation is not curable within said thirty (30) days but in no event later than ninety (90) days after the date such notice is mailed or within such further time as Authority in its sole discretion permits, without further notice Authority may declare a default under this Regulatory Agreement effective on the date of such declaration of default and upon such default Authority may apply to any court, state or federal, for specific performance of this Regulatory Agreement, for an injunction against any violation of this Regulatory Agreement, for monetary damages (subject to the provisions of Paragraph 11 hereof), for the appointment of a receiver to take over and operate the Development in accordance with the terms of this Regulatory Agreement, or for such other relief as may be appropriate. Notwithstanding the foregoing, failure to comply with this Regulatory Agreement will not constitute a default under the Mortgage and enforcement of this Regulatory Agreement will not result in any claim under the Mortgage, or claim against the Development, the Mortgage Loan proceeds, any reserve or deposit made with the Authority or other person or entity required by HUD in connection with the Mortgage Loan, or against the rents or other income from the Development (other than Surplus Cash or net sales or refinancing proceeds of the Development remaining after payment in full of the Mortgage Loan) for payment hereunder.

11. Liability of Owner.

(a) Neither Owner nor any of its partners shall be personally liable for obligations under this Regulatory Agreement, the Mortgage, Mortgage Note or for payments to the replacement reserve fund required by the FHA Regulatory Agreement, except that Owner and its general partners shall be personally liable for violations of this Regulatory Agreement to the extent set forth in subparagraph (b) below.

(b) Owner and its general partners (but not its limited partners) do assume personal liability under this Regulatory Agreement:

(i) for all rents, income and other receipts from the Development

which are applied in violation of the FHA Regulatory Agreement or in violation of Paragraphs 4(e) and 5 and of this Regulatory Agreement;

(ii) for its own willful acts and deeds and the willful acts and deeds of others acting by, through or under it in violation of the provisions hereof; provided, however, that nothing in this subparagraph 11(b)(ii) shall impose personal liability on the Mortgagor, the Owner or any of its partners for payments required under the Mortgage Note or the Mortgage or for replacement reserve payments required under the FHA Regulatory Agreement; and

(iii) for the expense of accounting fees incurred in curing any qualification, exception or disclaimer of opinion of a certified public accountant performing an audit regarding the Development when such qualification, exception or disclaimer results from a violation by Owner or others acting by, through or under it, of this Regulatory Agreement.

(c) Nothing contained herein shall limit the liability of Owner or any of its partners for funds coming into their hands which under the terms of the FHA Regulatory Agreement they are not entitled to retain.

12. Definitions. As used in this Regulatory Agreement and to the extent consistent with the FHA Regulatory Agreement, the terms:

(a) "Code" means the Internal Revenue Code of 1954, as amended, and all rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time applicable thereto.

(b) "Cost of the Development" means the amount determined by HUD in establishing the maximum insured amount of the Mortgage Loan, so long as such determination complies with Authority's Act and rules promulgated thereunder.

(c) "Distribution" means any withdrawal or taking of cash or any assets of the Development, including the segregation of cash or assets for subsequent withdrawal within the limitations of paragraph 4(e) hereof, and excluding payment or reimbursement for advances for reasonable expenses incident to the operation and maintenance of the Development.

(d) "Equity in the Development" means the difference between the amount of the Mortgage Loan and the estimated Cost of the Development, as recognized and approved by Authority, as such estimated Cost of the Development may be altered from time to time pursuant to changes in the plans and specifications for the Development or

orders for extra work approved by Authority; provided, however, Equity in the Development shall not be increased in the case of an unapproved change.

(e) "Final Closing Date" means the date that Authority has received the final endorsement of insurance from FHA.

(f) "Initial Closing Date" means the date that Authority has received the initial endorsement of insurance from FHA.

(g) "Surplus Cash" shall have the meaning set forth in the FHA Regulatory Agreement.

13. Amendment of Regulatory Agreement. This Regulatory Agreement shall not be altered or amended without the prior written approval of all of the parties hereto and HUD.

14. Execution of Conflicting Documents. In the event of any conflict (as determined by HUD) between the provisions of this Regulatory Agreement (including the Tenant Selection Plan described in Paragraph 3(c) hereof) or any other written instrument executed by Owner and/or Mortgagor and Authority, and the provisions of any applicable HUD regulations, related HUD administrative requirements, or Mortgage Loan documents, the HUD regulations, related administrative requirements or Mortgage Loan documents shall control, except as this Regulatory Agreement or such other written instrument may impose stricter or additional covenants, conditions or limitations which are not in conflict (as determined by HUD) with the HUD regulations, related administrative requirements or Mortgage Loan documents, in which case Owner and Mortgagor shall comply with such stricter or additional covenants, conditions or limitations.

15. Application of Proceeds of Prepayment or Sale or Transfer of Mortgage Note - Term of Regulatory Agreement.

(a) In the event of the prepayment of the Mortgage Note pursuant to the provisions of the foregoing Paragraph 8 hereof, while the Authority is the holder of such Mortgage Note, or in the event of the sale or transfer of the Mortgage Note by Authority to a transferee holder, the Authority shall promptly apply the proceeds of such prepayment or the proceeds derived by the Authority from such sale or transfer to the redemption of the Bonds.

(b) The parties hereto agree that this Regulatory Agreement shall continue in full force and effect so long as the Mortgage Note and Mortgage are outstanding on the Development; provided, however, this Regulatory Agreement shall automatically terminate in the event of foreclosure of the Mortgage, transfer of title by deed in lieu of foreclosure of the Mortgage or assignment of the Mortgage by Authority to HUD, or in the event of any sale or transfer of the Mortgage Note to any other holder.

(c) Notwithstanding any provision of this Agreement to the contrary, in the event of the termination of this Regulatory Agreement, the terms and provisions of

Paragraph 8 and this Paragraph 15 of this Regulatory Agreement shall nonetheless survive such termination and continue in full force and effect. The provisions of this Paragraph 15(c) shall not be binding on HUD or its successors and assigns; provided, however, that if Mortgagor or Owner or a related person (within the meaning of Section 1.103(10(e) of the Treasury Regulations) is a successor or assignee of HUD, with respect to such Mortgagor or Owner or related person, the provisions of Paragraph 8 and Paragraph 15 of this Regulatory Agreement shall survive.

(d) The term "Bonds" as used in this Paragraph 15 shall mean the bonds issued to finance the Mortgage Loan.

16. Partial Invalidity. The invalidity of any clause, part or provision of this Regulatory Agreement shall not affect the validity of the remaining portions thereof.

17. Binding Successors. This Regulatory Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest, and assigns.

18. Waiver by Authority. No waiver by Authority of any breach of this Regulatory Agreement shall be deemed to be a waiver of any other or subsequent breach.

19. Notices. The following are addresses for notices hereunder:

Mortgagor: LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois
Attention: Land Trust Department

Owner: The North Washington Park Partnership
c/o Rescorp Development, Inc.
7 South Dearborn Street
Chicago, Illinois 60603

Authority:

Illinois Housing Development Authority
130 E. Randolph Street
Chicago, Illinois 60601

Attn: Legal Department

20. Termination of Liabilities.

(a) In the event of a sale or other transfer of the Development or of all of the beneficial interest in any trust holding title to the Development which is accomplished in the manner permitted under the provisions of Paragraphs 4(a) or 4(b) hereof, all of the duties, obligations, undertakings and liabilities of the owner-transferor, under the terms of this Agreement, shall thereafter cease and terminate as to such owner-transferor, except as to any acts or omissions or obligations to be paid or performed of such owner-transferor

which occurred prior to such sale or transfer, provided, however, as a condition precedent to the termination of the liability of the owner-transferor hereunder, the owner-transferee shall assume, on the same terms and conditions as apply hereunder to the owner-transferor, all of the duties and obligations of such owner-transferor, arising under this Agreement from and after such sale or transfer. Such assumption shall be in form and content acceptable to HUD and Authority.

(b) Any new or successor general partner of the Owner (a "New General Partner") shall be bound by the terms of this Agreement to the same extent and on the same terms as the present General Partners are bound hereunder and shall execute an assumption of such obligation in form and content acceptable to HUD and the Authority as condition precedent to such party's admission as a New General Partner of the Owner; provided that any such New General Partner shall not be obligated with respect to matters or events which occur or arise prior to such party's admission as a New General Partner of the Owner. In the event that any General Partner of the Owner shall voluntarily retire or withdraw from the Owner (a "Voluntarily Retiring General Partner") in a manner permitted under Paragraph 4(b) of this Agreement, all of the duties, obligations, undertakings and liabilities of the Voluntarily Retiring General Partner under the terms of this Agreement shall thereupon cease and terminate except as to any acts or omissions or obligations required to be paid or performed of such Voluntarily Retiring General Partner which occurred prior to such retirement or withdrawal. In the event that any General Partner shall die, be adjudicated insane or incompetent, or have a guardian or conservator appointed with respect to such General Partner or its assets, or be adjudicated insolvent or bankrupt (and such adjudication of insolvency or bankruptcy shall not be dismissed or stayed within 60 days) (any such General Partner is referred to herein as an "Involuntarily Retiring General Partner"), all of the duties, obligations, undertakings, and liabilities of the Involuntarily Retiring General Partner under the terms of this Agreement shall thereupon cease and terminate except as to any acts or omissions or obligations required to be paid or performed of such Involuntarily Retiring General Partner which occurred prior to such death, adjudication of insanity or incompetence, appointment of a guardian or conservator or adjudication of insolvency or bankruptcy.

(c) Nothing in this Paragraph 20 shall alter or modify the provisions of Paragraphs 4(a) or 4(b) hereof as such provisions in any way relate to HUD.

21. Exculpation of Trustee. This Regulatory Agreement is executed by LaSalle National Bank,

not personally, but as Trustee under Trust No. 110523 as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing contained in this Regulatory Agreement shall be construed as creating any monetary liability on said Trustee personally to pay any indebtedness accruing thereunder, or any personal monetary liability on said Trustee with respect to the performance of any warranty or covenant, either expressed or implied in this Regulatory Agreement (all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right of security thereunder) except that the said Trustee shall be liable for Development Funds or Development Property coming into its hands which, by the provisions of this Regulatory Agreement, it is not entitled to retain.

IN WITNESS WHEREOF, the parties hereto have caused this Regulatory Agreement to be executed and attested on the day and year above first written.

LaSalle National Bank
not personally but solely as Trustee under a Trust Agreement dated November 11, 1985, and known as Trust No. 110523

By:
Title: Asst Vice President

Attest:

By:
Title: Assistant Secretary

The North Washington Park Partnership
("Owner")

By: Rescorp Development, Inc., a general partner
By:
Title: Exec. Vice President

By: North Washington Park Apartments Corporation, a general partner
By:
Title:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By:
Title: Director

Attest:

By:
Title: ASSISTANT DIRECTOR

Approved and Consented to by Federal Housing Commissioner

EXHIBIT A

That part of the South 1/2 of Lot 5 in Lavinia and Company's Subdivision of Garden and Cottage Lots of the South 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning on the North line of 50th Place at a point 162 feet 3 inches East of the Northeast corner of St. Lawrence Avenue and 50th Place; thence West 162 feet 3 inches to the East line of St. Lawrence Avenue; thence North along the East line of St. Lawrence Avenue to the North line of the said South 1/2 of Lot 5; thence East on said North line of said South 1/2 of Lot 5, 161 feet 4-3/4 inches; thence Southerly on a straight line to the point of beginning, being also commonly known and described as follows:

The South 1/2 (except the East 60 feet and 6 inches thereof and except so much thereof as has been taken for streets and alleys) of Lot 5 in Lavinia and Company's Subdivision of Garden and Cottage Lots of the South 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 20-10-225-007 Volume: 253

Common Address: 500-14 East 50th Place
5013-27 South St. Lawrence Avenue
Chicago, Illinois

(#1)

The North 65 feet of that part of Lot 15 in Lavinia and Company's Subdivision of Garden & Cottage Lots of the South 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, lying East of a line drawn midway between the East line of Forrestville Avenue and the West line of St. Lawrence Avenue (except part taken for St. Lawrence Avenue) in Cook County, Illinois.

Permanent Tax Number: 20-10-230-005 Volume: 253

Common Address: 555-57 East 50th Place
5032-34 South St. Lawrence Avenue
Chicago, Illinois

(#2)

EXHIBIT A

Lots 1 and 2 in Collins and Morris Subdivision of part of Lots 13, 14 and 15 in Lavinia and Company's Subdivision of the South 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 20-10-230-004 (1) Volume: 253
(Affects Lot 1)

Permanent Tax Number: 20-10-230-003 (2)
(Affects Lot 2)

Common Address: 544-54 East 51st Street
5051-53 South Forrestville Avenue
Chicago, Illinois

(#5)

Lot 2 in Arbuthnot and Howell's Subdivision of the West 1/2 of Lot 16 (except streets) in Lavinia & Company's Subdivision of Garden and Cottage Lots of the South 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 20-10-23[illegible]-007 Volume: 253

Common Address: 600-08 East 51st Street
5047-49 South St. Lawrence Avenue
Chicago, Illinois

(#7)

Lot 11 in Wentworth's Subdivision of Lots 17 and 18 in Lavinia and Company's Subdivision of Garden and Cottage Lots of the South 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

The East 1/2 of Lots 16 (except the North 126 feet thereof) in Lavinia and Company's Subdivision of Garden and Cottage Lots of the South 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 20-10-231-008 Volume: 253

Common Address: 608-26 East 51st Street
5044-58 South Champlain Avenue
Chicago, Illinois

(#8)

EXHIBIT A

Lot 12 in Wentworth's Subdivision of Lots 17 and 18 of Lavinia and Company's Subdivision of Garden and Cottage Lots of the South 1/4 of the Northeast 1/4 of Section 10, Township 38 North, range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 20-10-232-013 Volume: 253

Common Address: 634-36 East 51st Street
5047-53 South Champlain Avenue
Chicago, Illinois

(#9)

The East two feet of Lot 16 and all of Lots 17, 18, 19, 20,21 and 22 in the Subdivision of Lot 4 in Lavinia and Company's Subdivision of the South 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 20-10-226-022 Volume: 253

Common Address: 634-48 East 50th Place
5017-23 South Champlain Avenue
Chicago, Illinois

(#16)

PLAZA ON THE PARK
TENANT SELECTION PLAN
45 MARKET RATE UNITS

I. MARKETING PROCEDURES

A. Waiting List Procedures

Plaza on the Park will not maintain a waiting list for market rate units.

B. Application Procedures

When a unit becomes available Plaza on the Park will advertise in various media as identified in the development's Final Marketing Plan and Affirmative Fair Housing Marketing Plan.

Interviews will be scheduled in the order in which individuals respond to the advertisements.

II. INTERVIEW PROCESS

A. Application Fee

A $15.00 credit report fee will be charged. No application fee will be collected.

B. Verification of Information on Application

With respect to all written application received, the following actions will be taken simultaneously:

1. A written credit report will be ordered by management.
2. Requests for verification of income, bank accounts and previous housing will be mailed by management (See Exhibit I).

III. SELECTION AND REJECTION CRITERIA

Tenant selection criteria may relate to the ability of the applicant to fulfill lease obligation and may not automatically deny tenancy to a particular group or category of otherwise eligible applicants. In determining whether the applicant will be selected, Management will consider various criteria, along with any related explanations offered by the applicant concerning the facts involved, including changes in circumstances. Rejection of an applicant may be based on one or more of the following criteria:

A. INSUFFICIENT/INACCURATE INFORMATION ON APPLICATION

Management will consider whether the applicant refuses to cooperate fully in all aspects of his/her application process or if the information supplied is intentionally falsified.

B. CREDIT AND FINANCIAL STANDING

1. Management will consider whether the applicant has a satisfactory history of meeting financial obligation. (including timely payment of rent, outstanding judgments or a history of late payment of bills). If management rejects an application based upon the credit report, the applicant will be provided with the cause for rejection and given the name of the credit bureau which performed the credit check. Applicants will also be given the opportunity to have corrections made to the credit report.

2. Management's inability to verify credit references is a factor for rejection of an application. Consideration will be given to special circumstances in which credit has not been established, (income, age, marital status, etc.). The lack of credit established, will not cause an application to be rejected, although management may require in such circumstances that the lease be guaranteed by a person with a history of credit worthiness.

3. Management will consider whether the applicant demonstrates a financial ability to pay the monthly contribution toward the rent of the unit. This means that the total of the applicant's monthly contribution plus other long-term obligations (payments more than 12 months) should be less than thirty-five percent of his/her monthly gross income. Income ratios higher than 35% will not automatically disqualify an applicant. The ratios must be considered in the context of the applicant's credit and employment history, potential for increases in income, etc. Management's decision on the credit worthiness of the applicant will be based upon a determination of whether the applicant, considering all relevant factors including the income-to-debt ration, is capable and willing to pay rent on the apartment unit leased.

C. HISTORY OF RESIDENCY

Management will consider whether the applicant or any other person who will be living in the unit has a history of physical violence to persons or property or has exhibited living habits at prior residences which could adversely affect the health, safety and quiet enjoyment of the other

residents of the development. Management will verify and document the previous 2 years of housing for each applicant. This includes those applicants who were homeowners or lived with parents. Management will consider all circumstances regarding this type of activity as well as the period during which it occurred.

IV. REJECTION NOTIFICATION

Each rejected applicant will be notified promptly of their rejection by Written Rejection Notice.

V. SPECIAL OCCUPANCY CATEGORIES

Although applicants will be interviewed, processed and accepted as authorized in Section III through V, the following exceptions will be made:

Displaced Persons

1. Preference for occupancy in the development will be given to displaced persons and families. Displaced individuals are those as defined in Federal Regulations 24 C.F.R. 812.2.

2. Applicants claiming to be displaced persons must provide written documentation to prove their status.

All applicants given preference within a special occupancy category must meet the selection criteria outlined in Section III.

Submitted _____ Date 1-27-86
Vice President of Operations
RESCORP Realty, Inc
7 South Dearborn
Chicago, Illinois 60603

Approved _____ Date 1-27-86
Illinois Housing Development Authority
Assistant Director

RENTAL POLICIES

The selection of residents for a rental housing development is perhaps the most significant decision made by management. By doing a good job of screening applicants and educating them to what our rental development is all about, we expect to have a higher degree of satisfied tenants who remain with us year after year.

The following rental policies have been established to minimize subjective factors in deciding to whom we will rent apartments at our development. Our general approach will be to accept on a first-come first-serve basis residents who meet our selection criteria. Except for applicants under special occupancy categories, residents for the development will be selected from the list of approved applicants in accordance with pre-determined marketing objectives. Selection of residents will be made on an equal opportunity basis without discrimination as to race, color, creed, religion, sex or national origin.

A copy of these policies is available from the Rental Office upon request. However, these policies are subject to change with the approval of the mortgage lender, without notice to previous recipients.

RESCORP Realty
7 South Dearborn, Suite 1130
Chicago, Illinois 60603

Marketing and Management Agent
January 21, 1986

RENTAL POLICIES

Plaza on the Park is a 221 D4 development which in part is financed under the Rental Rehabilitation program requiring seventy percent (70%) of the units be occupied by lower income families.

Plaza on the Park will be marketed in two phases. Phase one of marketing is limited exclusively to current residents of the building to be rehabilitated. Phase two of marketing will be open to the general public. After completion of phase one of marketing, applications will only be taken from those whose income, family size and household type fit into an occupancy category which is still open for applications.

I. Selection Criteria

A. Credit Standing and Reputation

1. Eligible applicants must have a satisfactory history of meeting financial obligations, including timely payment of rent. Judgments, a history of late payment of bills and/or rent will be grounds for non-selection. If we disapprove an application based on information in the credit report, the applicant will be provided an opportunity to dispute the information or have corrections made.

2. In certain circumstances, our inability to verify credit references may be grounds for rejection of an application. Consideration will be given to special circumstances in which credit has not been established for some reason (income, age, marital status, etc.). The lack of a credit history will not automatically be cause for an applicant to be rejected, though we may require in such circumstances that the lease be guaranteed by a person with a history of credit worthiness.

B. Information on the Application

1. If we are unable to verify the current address of an applicant, they will not be selected.

2. If the applicant refuses to provide all information pertaining to the application requested by the Rental Agent or the information supplied is false, the applicant will not be selected.

3. If the application or credit report fee is paid by check, and if the check is not honored by the bank for some reason, the applicant may not be selected.

C. Personal History

1. An applicant will not be selected if he or any other person who will be living in the unit has a history of criminal activity which involves physical violence to persons or property. Any criminal activity which would affect health, safety, or well being of the other residents would also be a basis for the applicant's rejection.

2. Persons who have a history for disturbance of neighbors, destruction of property or living habits at prior residences which could adversely affect the health, safety or welfare of other residents will not be selected for occupancy. The rental history of the applicant for the last two years will be verified by the Rental Agent.

3. Grossly unsanitary or hazardous housekeeping will be grounds for rejection. This category is not intended to exclude households whose housekeeping is only superficially unclean or disorderly, if such conditions do not appear to affect the health, safety or comfortable possession of other residents. A housekeeping interview will be conducted for each applicant, at which time housekeeping conditions will be evaluated. The housekeeping interview will be scheduled at the convenience of the applicant.

II. Occupancy Categories
Phase 1

1. Advanced Consideration

(a) Bona fide occupants of the buildings at the time title passes to owner will be given advanced consideration for occupancy in the completed project.

(b) Persons who were occupants of the building on or after the date on which the current owner acquired a valid option, contract-for-sale or other instrument evidencing control of the property, and, who are forced to move by court order because their building became non-habitable, will be included in this category. Documentation must be provided by applicant to prove his or her status under this occupancy category.

(c) Applicants under this occupancy category must meet the selection criteria as outlined in the selection criteria.

2. Applicants Who Will Be Receiving CHA Housing Assistance

Lease holders of the buildings when the North Washington Park Partnership takes possession of the buildings will be eligible for CHA certificates provided:

C. Personal History

1. An applicant will not be selected if he or any other person who will be living in the unit has a history of criminal activity which involves physical violence to persons or property. Any criminal activity which would affect health, safety, or well being of the other residents would also be a basis for the applicant's rejection.

2. Persons who have a history for disturbance of neighbors, destruction of property or living habits at prior residences which could adversely affect the health, safety or welfare of other residents will not be selected for occupancy. The rental history of the applicant for the last two years will be verified by the Rental Agent.

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(c) Applicants under this occupancy category must meet the selection criteria as outlined in the selection criteria.

2. Applicants Who Will Be Receiving CHA Housing Assistance

Lease holders of the buildings when the North Washington Park Partnership takes possession of the buildings will be eligible for CHA certificates provided:

(a) Their income is at or below eighty percent (80%) of the median income for Chicago as established by HUD.

(b) They meet all the criteria established by CHA for issuance of a leasing certificate.

The certificate can be used for permanent relocation to an apartment outside the development or for an apartment in the new development when it is completed.

3. Displaced Persons

(a) Preference for occupancy in the development will be given to persons and families who were recently displaced from an urban renewal area, or as a result of governmental action, or as a result of a major disaster.

(b) Applicants claiming to be displaced persons within the above categories must provide written documentation to prove their status.

4. Income

(a) The applicant must demonstrate a financial ability to pay his or her monthly contribution toward the rent of the unit plus utilities. This means that the total of the applicant's monthly rent contribution plus long-term monthly payments to credit accounts, should be less than 45% of monthly adjusted income. In the case of elderly households (persons 62 years of age or older), rent, utilities plus credit payments should be less that 35% of monthly gross income. Income ratios higher than those above will not automatically disqualify an applicant. The ratios must be considered in the context of credit and employment history, potential for increases in income, etc. Our decision will be based upon our determination of whether or not the applicant, considering all relevant factors including the income-to-debt ratios, is capable and willing to pay the rent on the apartment unit.

(b) The rental agent will verify the amount and source of the applicant's income and unusual medical or other expenses, as well as the size of the applicant's household. Credit reports on the applicant will be obtained through the credit bureau.

(c) Since 106 lower units in any unit configuration will receive the major portion of the benefit of tax-exempt financing, no moderate income units will be required

5. Household Size

(a) The unit applied for must have enough bedroom space to accommodate the size of the applicant's household. No more than two people will be permitted to occupy a bedroom.

(b) Two married or non-married elderly persons (62 years of age or older) may occupy a one bedroom apartment. Two married elderly persons may not occupy a two-bedroom apartment unless doing so is determined by a physician to be necessary for medical reasons.

(c) Except for elderly or handicapped persons or those who are head of a household, single persons are ineligible for the CHA leasing program assistance unless they are displaced.

6. CHA Approval

(a) All information gathered on prospective CHA leasing applicants will be forwarded to the Chicago Authority Leasing Section for review. The Chicago Housing Authority will determine if these applicants meet the eligibility guidelines and will be the final authority on issuing the CHA certificate for rental assistance.

(b) If after phase one is completed there are any CHA Leasing Certificates left out of the 151 allocated to the development for relocation they will be allocated to persons on the CHA waiting list. CHA will provide names from the waiting list. Post cards will be mailed, in waiting list order to those families whose family size and household type fit into an occupancy category which is still open for applications.

(c) CHA waiting list applicants will be contacted in batches of fifty or one hundred depending upon the amount of response we receive from the post cards.

(d) Phase two is open to applications from the general public for those occupancy categories still available. The Public will be notified by advertising placed in various media as identified in Plaza on the Park's Marketing Plan and Affirmative Fair Housing Marketing Plan.

III. Application Process

1. Applications will be taken at the site by the rental agent, who will interview the person who will be signing the lease. Prior to completing an application with the potential applicant, the rental agent will complete a pre-numbered Traffic Card on the individual. The Traffic Card requests general information regarding family size and income, in addition to name and address.

2. If the rental agent determines that the candidate could become eligible, and the individual's occupancy category is still open, an application form will be completed with a note to that effect on the Traffic Card. If the rental agent determines that the prospect could not be a candidate, or the occupancy category is closed, the reason will be noted on the Traffic Card. The card will then be filed alphabetically. A copy of the Traffic Card will be given to the candidate. The card will notify the candidate that he or she may dispute the rental agent's determination by filing a written appeal within seven (7) days, excluding weekends and federal holidays. (See Section IV, C, (1).

3. With respect to all applications received, the following actions will be taken simultaneously:

   (a) A credit report will be ordered;

   (b) The requests for verification of income, bank accounts, etc., will be mailed; and

   (c) Other verification requests will be mailed, as appropriate.

   (d) Home visits will be scheduled and conducted using a prescribed form.

4. Upon receipt of the above information, it will be assembled in the applicant's file. Each week at a set time, all applicant files which are complete will be reviewed jointly by a Selection Committee, consisting of the management agent, marketing agent, and representative of the owner. Based upon these evaluations, applicants will be rejected or placed on a list of approved applicants.

5. Approved applicants will be placed on a List of Approved Applicants corresponding to their particular occupancy category. As buildings are completed, approved applicants will be offered apartment units according to their occupancy category in order of traffic card number, consistent with any preference provisions of these policies.

C. <u>Review of Rejected Applicants</u>

1. Each applicant will be notified promptly in writing of the disposition of his or her application. Applicants who are rejected will be given a seven (7) day period (excluding weekends and federally-designated holidays) during which they may schedule an appointment to review their file with a rental agent. At the review session, the contents will be discussed with the applicant to make certain that it contains no errors

with respect to the information forming the basis of the rejection. In addition, the applicant may submit a written statement for the file.

2. Disputed cases will be automatically reviewed at the next weekly meeting of the Selection Committee, taking into account any additional information supplied by the applicant. Applicants will be notified promptly of the review decision.

D. Appeals

1. A Subcommittee on Tenant Selection Appeals has been established. The Subcommittee will hear and make recommendations to the Owner on appeals brought by applicants who feel they were wrongfully rejected for residency in the development.

2. Applicants who desire to make an appeal must do so in writing within seven (7) days from the receipt of notification of a final decision by the Owner's representative.

3. For an appeal to be considered, the applicant must consent to the release to the Subcommittee of information in the applicant's file pertinent to his or her appeal, including, but not limited to, credit employment, and income information.

4. The Subcommittee will consider information in the file, the written statement of the applicant, and, depending on the case, may decide to hear an oral statement.

5. The Subcommittee's work is not a legal proceeding and its recommendations are not binding on the Owner. The proceeding will be informal in nature. The Subcommittee will not consider legal arguments by counsel, though the applicant may have an attorney present, if he or she wishes. The applicant may schedule presentations by others, including character references.

E. Notice

1. Each applicant rejected for residency will be notified in writing. The notice will state the reason for the rejection and advise the applicant of the review and appeal procedures available.

2. A written notice of the decision in appeals cases will be given to the applicant promptly.

F. Credit Report Fee

1. The applicant must pay a non-refundable $15 fee for the cost of

F. Credit Report Fee

1. The applicant must pay a non-refundable $15 fee for the cost of the credit report at the time of application.

G. Leasing Requirements

1. Prior to signing the lease, the approved applicant is required to participate in one of the New Resident Orientation Programs scheduled periodically at the development. This program, conducted by a home economist, is designed to acquaint the new resident with the use of the equipment and appliances, care of the carpeting and other amenities, decorating ideas, and with energy conservation tips.

2. Each approved applicant is required to participate in a Leasing Conference with the Site Manager. At this conference, the contents of the Resident Handbook are discussed in detail, the new resident is shown his apartment, and the lease is signed.

RENTAL POLICIES
EXHIBIT AA

CHA HOUSING ASSISTANCE PAYMENT PROGRAM

1) Lower Income Units
100 Units: Current residents of the development will be issued a certificate if they meet the 80% lower income median income limit as established by HUD.

2) Moderate Income Units
0 Units: The annual income of the household must be less than or equal to 100% of the area median income for a four person household by HUD.

3) Market Rate Units
45 Total: No income limit.

At least 100 units will be reserved for lower income housing. See below for the income limits unless a change is specifically approved by the Authority.

CURRENT INCOME LIMIT SCHEDULE

	Very Low	Lower
1 Person	12,100	19,250
2 Persons	13,850	22,000
3 Persons	15,550	24,750
4 Persons	17,300	27,500
5 Persons	18,700	29,000
6 Persons	20,050	30,950
7 Persons	21,450	32,850
8 Persons	22,850	34,400

Submitted _____ Date 1-27-86
Vice President of Operations
RESCORP Realty, Inc
7 South Dearborn
Chicago, Illinois 60603

Approved _____ Date _____
Illinois Housing Development Authority

STATE OF ILLINOIS
COUNTY OF COOK } ss:

I, MARTHA ANN BROOKINS a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY that JAMES A. CLARK

Assistant Vice President of LA SALLE NATIONAL BANK, and William H. Dillon

Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of February A. D. 1986

Martha Ann Brookins
NOTARY PUBLIC

My Commission expires [illegible] 1987

86082627

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the county and state aforesaid, DO HEREBY CERTIFY that Norman A. Katz personally known to me to be the Executive Vice President of Rescorp Development, Inc., general partner of the North Washington Park Partnership, an Illinois limited partnership, and personally known to me the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as Executive Vice President of the general partner of the North Washington Park Partnership as his free and voluntary act and as the free and voluntary act and deed of Rescorp Development, Inc. and the North Washington Park Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 14th day of February, 1986.

Notary Public

My Commission Expires:

February 6, 1989

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the county and state aforesaid, DO HEREBY CERTIFY that Alvin J. Robinson personally known to me to be the President of North Washington Park Apartments Corporation, general partner of the North Washington Park Partnership, an Illinois limited partnership, and personally known to me the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as President of the general partner of the North Washington Park Partnership as his free and voluntary act and as the free and voluntary act and deed of North Washington Park Apartments Corporation and the North Washington Park Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 14th day of February, 1986.

Notary Public

My Commission Expires:

February 6, 1989

(661/J)

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that J.W. KILEY, personally known to me to be the DIRECTOR of Illinois Housing Development Authority, and [illegible] MARSHALL, personally known to me to be the ASSISTANT DIRECTOR of Illinois Housing Development Authority, each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing Regulatory Agreement, appeared before me this day in person and acknowledged that they signed and delivered the said Regulatory Agreement, in their respective capacities as DIRECTOR and ASSISTANT DIRECTOR of Illinois Housing Development Authority, as their free and voluntary act and as the free and voluntary act and deed of Illinois Housing Development Authority, for the uses and purposes therein set forth.

Given under my hand and official seal this 26th day of February, 1986.

Charlotte M Berk
Notary Public

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