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XMFM01-C/D
MASTER 9-12-85
1985 Series B

REGULATORY AGREEMENT AS TO TAX-EXEMPTION

THIS AGREEMENT dated as of February 14, 1986 by and between The North Washington Park Partnership, an Illinois limited partnership (the "Owner"), LaSalle National Bank (the "Mortgagor"), not personally but as trustee under Trust Agreement dated November 11, 1984 and known as Trust No. 110523 (the "Land Trust"), the ILLINOIS HOUSING DEVELOPMENT AUTHORITY (the "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, and Harris Trust and Savings Bank, as trustee (the "Trustee") under the Authority's Multi-Family Housing Bond Resolution adopted February 26, 1975, as amended and supplemented (together with the 1985 Series B Resolution, adopted May 24, 1985, as amended, called the "Resolution").

WHEREAS, the Mortgagor, not personally, but as trustee under the Land Trust, is or shall be the record owner of a multifamily rental housing project located at a site in Cook County, Illinois, legally described in Exhibit A attached hereto and made a part hereof and known as Plaza on the Park, FHA Project No. 071-35544 (the "Project"); and

WHEREAS, the Owner is the sole beneficiary of the Land Trust; and

WHEREAS, the Project will be financed by a mortgage (the "FHA-Insured Mortgage") insured by the Secretary of Housing and Urban Development ("HUD"), acting through the Federal Housing Administration ("FHA") pursuant to Section 221(d)(4) of the National Housing Act of 1934, as amended (the "National Housing Act");

WHEREAS, the FHA-Insured Mortgage will be funded from proceeds of the sale of the Authority's 1985 Series B Multi-Family Housing Bonds (the "Bonds") issued to bondholders (the "Bondholders") pursuant to the Resolution;

WHEREAS, interest on the Bonds to Bondholders is exempt from federal income tax if, among other things, the Project continuously complies with Section 103(b) of the Internal Revenue Code of 1954, as amended (the "Code") and Treasury Regulations thereunder (the "Regulations");

WHEREAS, compliance with Section 103(b) of the Code is in large part contingent upon compliance by the Owner and the Mortgagor with the requirements of this Regulatory Agreement as to Tax-Exemption (the "Agreement");

WHEREAS, the Authority is unwilling to provide Bond proceeds to finance the FHA-Insured Mortgage unless the Owner and the Mortgagor shall, by agreeing to this Agreement, consent to be regulated by the Authority to preserve the tax-exempt status of the Bonds under Section 103(b) of the Code and the Regulations; and

WHEREAS, the Resolution names the Trustee as trustee for the Bondholders and authorizes the Trustee (in addition to the Authority) to enforce the requirements of this Agreement directly.

AFTER RECORDING RETURN TO: Box 15

TICOR TITLE INSURANCE CO.
Paul N. Yannias - NTS

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N24-12023-14/207839 5 of 6

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NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Owner, Mortgagor, Authority and Trustee agree as follows:

1. Subordination of Agreement -- This Agreement and the restrictions hereunder are subordinate to the FHA-Insured Mortgage and the failure to comply with the terms and conditions hereof shall not serve as the basis for a default of the FHA-Insured Mortgage. In the event of foreclosure against the Project or transfer of title to the Project by deed-in-lieu of foreclosure, this Agreement and the restrictions hereunder will automatically terminate; provided, however, such termination shall cease to apply, if, at any time subsequent to such event and during the period set forth in paragraph (b) of Section 2 hereinbelow, the Owner, the Mortgagor or any trustee of any trust of which the Owner is a beneficiary, the obligor on the acquired purpose obligation (as defined in Section 1.103-13(b)(4)(iv)(a) of the Regulations) or a related person (as defined in Section 1.103-10(e) of the Regulations) obtains an ownership interest in the Project for tax purposes.

2. Term of Restrictions --

(a) Occupancy Restrictions: -- The term of the Occupancy Restrictions set forth in Section 4 of this Agreement shall commence on the later of the first day on which at least 10 percent of the units in the Project are first occupied or the date of issue of the Bonds and end on the later of the following: (i) the date which is 10 years after the date on which at least 50 percent of the units in the Project are first occupied, or (ii) the date which is 50 percent of the total number of days which comprise the term of the bond with the longest maturity among the Bonds after the date on which any of the units in the Project is first occupied (if the Bonds are refunded, the longest maturity is equal to the sum of the period the Bonds were outstanding and the longest term of any bond in the issue in which such refunding Bonds are issued), or (iii) the date on which any assistance provided under Section 8 of the United States Housing Act of 1937, as amended (the "U.S. Housing Act") terminates.

(b) Rental Restrictions: Subject to Section 1, hereof, the term of the Rental Restrictions set forth in Section 5 of this Agreement will remain in effect during the longer of (i) the period during which any of the Bonds remain outstanding; or (ii) the term of the Occupancy Restrictions set forth in paragraph (a) of this Section 2; provided, however, that the period referred to in the foregoing Section 2(b)(i) shall be the period during which there remains outstanding any of the bonds, constituting that portion of the Bonds, the proceeds from which were utilized to finance the FHA-Insured Mortgage, if nationally recognized bond counsel, selected by the Authority, shall first opine that such alternative period will not cause the interest on the Bonds to become subject to federal income taxes.

(c) Use Restrictions. Subject to Section 1 hereof, the term of the Use Restrictions set forth in Section 6 of this Agreement will remain in effect as long as any of the Bonds remain outstanding; provided, however, that if nationally recognized

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bond counsel, selected by the Authority, shall first opine that failure to comply with the Use Restrictions after there are no longer outstanding any of the bonds constituting a portion of the Bonds, the proceeds from which were utilized to finance the FHA-Insured Mortgage, will not cause the interest on the Bonds to become subject to federal income taxes, then the Use Restrictions shall terminate when all such bonds are no longer outstanding.

(d) Notwithstanding the provisions of (a), (b) and (c) of this Section 2, this Agreement and all other restrictions hereunder shall terminate and shall cease to apply in the event of an involuntary noncompliance caused by unforeseen events such as fire, seizure, requisition, change in a federal law or an action of a federal agency after the date of issue of the Bonds which prevents the Authority or the Trustee from enforcing the provisions of this Agreement or condemnation or similar event, provided (i) the Bonds are retired at the first available call date; or (ii) any insurance proceeds or condemnation award or other amounts received as a result of such loss or destruction are used to provide a project which meets the requirements of Section 103(b)(4)(A) of the Code and Section 1.103-8(b) of the Regulations, or any successor law or regulation. In such event, Authority agrees that it will take such action as is reasonable, in its sole judgment, to cause the Bonds to be so retired. However, the provisions of this paragraph shall cease to apply in the event of an involuntary non-compliance caused by unforeseen events such as fire, seizure, requisition, or similar event if, at any time subsequent to such event and during the period set forth in paragraph (b) of this Section 2, the Owner, the Mortgagor or any trustee of any trust of which the Owner is a beneficiary, the obligor on the acquired purpose obligation (as defined in Section 1.103-13(b) (4)(iv)(a) of the Regulations) or a related person (as defined in Section 1.103-10(e) of the Regulations) obtains an ownership interest in the Project for tax purposes.

(e) This Agreement shall terminate upon the earlier of (i) termination of the Occupancy Restrictions, Rental Restrictions and Use Restrictions as provided in paragraphs (a), (b) and (c) of this Section 2, or (ii) a termination pursuant to the provisions of paragraph (d) of this Section 2 or termination pursuant to Section 1 hereof.

3. <u>Project Restrictions</u> -- The Owner represents, warrants and covenants that:

(a) The Project will be constructed for the purpose of providing "residential rental property," as such phrase is utilized in Section 103(b)(4)(A) of the Code, and will constitute Multi-family residential rental property.

(b) The Project will consist of a building or structure or several proximate buildings or structures which are located on a tract or tracts of land which will be owned, for federal tax purposes, at all times by one person and financed pursuant to a common plan, and may include facilities functionally related and subordinate thereto.

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Tenant as a result of any material misrepresentation made by such person with respect to the Income Certification.

(d) An Income Certification will be maintained on file at the Project with respect to each Qualifying Tenant who resides in a Project unit or resided therein during the immediately preceding calendar year, and the Owner will, promptly upon receipt, file a copy thereof with the Authority, who will maintain records of these certifications.

(e) On the first day of each month after any unit in the Project is available for occupancy, the Owner will submit to the Authority a certificate executed by the Owner stating the percentage of units of the Project which were occupied by or held vacant for Qualifying Tenants at all times during the preceding month and identifying the Qualifying Tenants who commenced or terminated occupancy of the Project during such month.

5. Rental Restrictions -- The Owner represents, covenants and warrants that once available for occupancy each unit in the Project will be rented or available to the general public for rental on a continuous basis.

6. Use Restrictions -- The Owner represents, covenants and warrants that no part of the Project shall be used in any manner which would cause the interest on the Bonds to become subject to federal income taxes. The opinion of nationally recognized bond counsel selected by Authority shall be conclusive as to which uses of the Project are prohibited by this Section 6.

7. Transfer Restrictions -- The Owner and Mortgagor each covenant and agree that the Owner or Mortgagor will cause or require as a condition precedent to any conveyance, transfer, assignment or any other disposition of the Project, or any assignment of the beneficial interest in the Land Trust (the "Transfer"), prior to the termination of the Rental Restrictions, Occupancy Restrictions and Use Restrictions provided herein, the transferee of the Project pursuant to the Transfer to assume in writing, in a form acceptable to HUD, and the Authority, all duties and obligations of the Owner or the Mortgagor or both, under this Agreement, including this Section 7 in the event of a subsequent Transfer by the transferee prior to expiration of the Rental Restrictions, Occupancy Restrictions and Use Restrictions provided herein (the "Assumption Agreement"). The Owner shall deliver the Assumption Agreement to the Authority at least 30 days prior to the Transfer. Upon the execution of an Assumption Agreement by the transferee of the Project and the completion of the Transfer, Owner shall thereupon be released from all obligations hereunder thereafter to be performed, provided Owner is not then in default hereunder. This limited transfer restriction does not affect the rights of HUD and the Authority to approve the proposed transfer as required under the: (a) HUD Regulatory Agreement which is defined as the Regulatory Agreement by and among the Owner, Mortgagor and FHA with respect to the Project and (b) the Authority Regulatory Agreement which is defined as the Regulatory Agreement by and among the Owner, Mortgagor and Authority.

8. Enforcement --

(a) The Owner and the Mortgagor shall permit any duly authorized representative of the Authority or Trustee to inspect any books and records of the

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Owner and the Mortgagor regarding the Project and with respect to the incomes of Qualifying Tenants which pertain to compliance with the provisions of the Agreement and Section 103(b) of the Code and Regulations.

(b) In addition to the information provided pursuant to Section 4(e), the Owner shall submit any other information, documents or certifications requested by the Authority or the Trustee which either of them deems reasonably necessary to substantiate the continuing compliance with the provisions of this Agreement and Section 103(b) of the Code.

(c) The Authority, the Owner and the Mortgagor each covenant that it will not knowingly take or permit, on its behalf, any action (other than an action required or prohibited under Section 221 (d)(4) of the National Housing Act, the applicable mortgage insurance regulations or the FHA loan documents relative to the Project and, if applicable, Section 8 of the U.S. Housing Act and the regulations thereunder) that would adversely affect the exemption from federal income taxation of interest on the Bonds. Moreover, each covenants to take, subject to prior HUD approval, any lawful action (including amendment of this Agreement) as, in the opinion of nationally recognized bond counsel selected by the Authority, may be necessary for it to comply fully with all applicable 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 pertaining to obligations issued under Section 103 of the Code and affecting the Project.

(d) The Owner and Mortgagor each covenant and agree to inform the Authority by written notice of any violation of the Owner's or Mortgagor's obligations hereunder within fifteen (15) days of first discovering any such violation, and the Authority covenants and agrees to inform the Owner by written notice of any violation of the Owner's obligations hereunder within fifteen (15) days of first discovering such violation and to provide the Owner a period of time in which to correct such violation. If any such violation is not corrected to the satisfaction of the Authority or the Trustee within thirty (30) days after the date any notice to the Owner is mailed, or within such further time as the Authority determines is necessary to correct the violation without loss of tax exemption of interest on the Bonds, not to exceed any limitations set by applicable regulations, without further notice, the Authority may declare a default under this Agreement effective on the date of such declaration of default, and upon such default, the Owner hereby agrees to pay to the Authority an amount equal to any rents or other amounts received by the Owner for any units in the Project which were in violation of this Agreement during the period any such violation continued, but only to the extent of any available "surplus cash" as defined in the FHA Regulatory Agreement, and the Authority shall apply to any court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct non-compliance with this Agreement.

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(e) The Owner, the Mortgagee, the Authority and the Trustee each acknowledge that the primary purpose for requiring compliance with the restrictions provided in this Agreement is to preserve the federal income tax exemption of interest on the Bonds to the Bondholders, and that the Trustee on behalf of the Bondholders, who are declared to be third party beneficiaries of this Agreement, shall be entitled for any breach of the provisions hereof, to all remedies both at law and in equity in accordance with applicable provisions of the Bond Resolution in the event of any default hereunder.

(f) Notwithstanding the foregoing, enforcement of this Agreement will not result in any claim under the FHA-Insured Mortgage, or claim against the Project, the FHA-Insured Mortgage loan proceeds, any reserve or deposit made with the mortgagee or another person or entity required by HUD in connection with the FHA-Insured Mortgage loan transaction, or against the rents or other income from the Project (other than available "surplus cash" as defined in the FHA Regulatory Agreement or net sales or refinancing proceeds of the Project remaining after payment in full of the FHA-Insured Mortgage) for payment hereunder. No restrictions set out herein shall be applicable as to actions required pursuant to the FHA-Insured Mortgage.

(g) The Owner covenants and agrees that it will, after prepayment in full of the Mortgage Note secured by the FHA-Insured Mortgage (the "Mortgage Note") in accordance with the terms thereof prior to the termination of the Occupancy Restrictions set forth in paragraph (a) of Section 2 hereof, pay to Authority a monthly service fee to defray the cost and expense of monitoring, reviewing and enforcing compliance with such Occupancy Restrictions, Rental Restrictions and Use Restrictions, said monthly service fee to be in an amount equal to:

(i) one-twelfth (1/12th) of one-quarter of one percent (0.25%) of the original principal amount of the Mortgage Note, except that:

(ii) if Section 8 of the U.S. Housing Act is applicable to the Project at the time of such prepayment, one-twelfth (1/12th) of the product of (x) the number of rental units in the Project designated for Qualifying Tenants times (y) three percent (3%) of the average monthly rental rate from time to time for 2 bedroom rental units in the Project designated for Qualifying Tenants; provided that if the Project becomes ineligible for such Section 8 subsidy at any time prior to the termination of the Occupancy Restrictions set forth in paragraph (a) of Section 2 hereof, the monthly service fee shall be the amount set forth in (i) hereinabove; further provided, that the fee payable by the Owner hereunder shall be reduced by the amount of any administrative fee applicable to the Project paid by HUD to Authority, but in no event shall such reduction exceed the amount of Owner's monthly fee,

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with the initial payment of said monthly service fee commencing on the first day of the first month succeeding the month in which said prepayment has been received by Authority and subsequent payments continuing thereafter on the first day of each and every succeeding month with a final payment being due on the first day of the month in which this Agreement shall terminate in accordance with the terms hereof.

9. Compliance with Code and Regulations -- The Authority represents that this Agreement does not contain occupancy, rental and use restrictions or any other provisions which, in the opinion of nationally recognized bond counsel, are more stringent or burdensome than necessary to comply with the minimum requirements of Section 103(b) of the Code Regulations thereunder, provided, however, Section 8(g) hereof does make provision for Authority's monitoring, reviewing and enforcing Owner's compliance with such restrictions after a prepayment in full of the Mortgage Note.

10. Agent of the Issuer and the Trustee -- The Authority shall have the right to appoint an agent to carry out any of its duties and obligations hereunder, and shall inform the Owner of any such agency appointment by written notice.

11. Interpretation -- Any terms not defined in this Agreement shall have the same meaning as terms defined in Section 103 of the Code and Regulations.

12. Amendment -- The Agreement may be amended with the prior written approval of HUD to reflect changes in Section 103 of the Code, Regulations and revenue rulings promulgated thereunder or in the interpretation thereof. No amendment of this agreement shall be made without the prior written approval of the Authority, the Trustee, the Owner, the Mortgagor, and HUD. No such amendments shall be made in Sections 4, 5 and/or 6 hereof except as may be necessary from time to time to maintain the federal tax exemption under Section 103(b) of the Code.

13. Severability -- The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

14. Notices -- All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

The Owner: The North Washington Park Partnership
c/o Rescorp Development, Inc.
7 South Dearborn Street, Suite 1116
Chicago, Illinois 60603

The Mortgagor: LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603
Attention: Land Trust Department

The Authority: Illinois Housing Development Authority
130 East Randolph Street
Chicago, Illinois 60601
Attn: Legal Dept.

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15. Governing Law -- This Agreement shall be governed by the laws of the State of Illinois and, where applicable, the laws of the United States of America.

16. Conflicts -- Notwithstanding anything in this Agreement to the contrary, the provisions hereof are subordinate to all applicable HUD mortgage insurance regulations (and Section 8 of the U.S. Housing Act and regulations thereunder) and related administrative requirements. In the event of any conflict between the provisions of this Agreement and the provisions of any applicable HUD regulations, related HUD administrative requirements or HUD/FHA loan documents, the HUD regulations, related administrative requirements or loan documents shall control.

17. Successors and Assigns -- The term "Authority" shall be construed to include the successors and assigns thereof.

18. Project -- The covenants, conditions and restrictions contained herein shall be deemed to apply to each tract or parcel comprising the Project, each of which tract or parcel is identified on Exhibit A attached hereto.

19. Exculpation of Partners -- Notwithstanding any other provision or obligation to the contrary stated in or implied by this Agreement, any and all obligations and agreements of the Owner contained herein shall not be deemed, interpreted or construed as the personal undertaking or agreement of, or as creating any personal liability upon, any past, present or future partner (limited or general) of the Owner and no recourse shall be had against any past, present or future partner (limited or general) of the Owner personally or individually for the performance of any undertaking, agreement or obligation, or the payment of any money, under this Agreement or for any claim based hereon; provided, however, that a general partner (but not the limited partners) of the Owner shall be personally obligated and liable under this Agreement with respect to the following:

(i) for willful or wanton acts by such general partner which result in a violation of this Agreement; and

(ii) for acts committed by the Owner or anyone acting on behalf of the Owner, in violation of this Agreement, with the knowledge of such general partner, which are within the reasonable ability of the general partner to control and cure and which the general partner fails to cure within a reasonable period of time but not less than sixty (60) days.

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Nothing contained in this Section 19 shall in any way diminish the liability of the Owner (the Partnership entity but not its Partners individually) to perform each and every obligation and agreement of the Owner herein contained.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed by their respective duly authorized representatives, as of the day and year first written above.

The North Washington Park Partnership

By: North Washington Park Apartments Corporation General Partner

By: _____

BY: Rescorp Development, Inc. General Partner

By: _____

LaSalle National Bank

_____, not personally, but as Trustee under a Trust Agreement dated November 11, 1985 known as Trust No. 110523

(SEAL)

Attest:

By: _____
Title: _____

By: _____
Title: _____

Illinois Housing Development Authority

(SEAL)

Attest:

By: _____
Title: ASSISTANT DIRECTOR

By: _____
Title: DIRECTOR

Harris Trust and Savings Bank, as Trustee

(SEAL)

Attest:

By: _____
Title: ASSISTANT SECRETARY

By: _____
Title: VICE PRESIDENT

Approved and Consented to by Federal Housing Commissioner

_____

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EXCULPATORY RIDER

Attached to and made a part of that instrument executed by LaSalle National Bank, as Trustee under Trust No. 110523.

This Document 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 Instrument shall be construed as creating any monetary liability on said Trustee personally to pay and 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 said Instrument (all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right to security thereunder) except that the said Trustee shall be liable for funds or property of the project coming into its hands which, by the provisions of the Regulatory Agreement of even date herewith, it is not entitled to retain.

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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: 600-14 East 50th Place
5019-27 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)

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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: 20-10-231-007 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 ALL Volume: 253

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

(#8)

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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)

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Lot 12 in Westbrooke's Subdivision of Lots 1 and 2 of Lawrence and Company's Subdivision of Garden and Orchard Lots in the South 1/2 of the Northeast 1/4 of Section 30, Township [illegible] North, Range [illegible] East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 29-30-[illegible] Volume: 203

Common Address: 814-30 West [illegible]
804-32 South Central Park Avenue
Chicago, Illinois

(#2)

The East One Foot of Lot 17 and all of Lots 18, 19, 20 and 22 in the Subdivision of Lot 6 in Barrett and [illegible] Subdivision of the South 1/2 of the Northeast 1/4 of Sec 30, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 20-10-[illegible] Volume: 203

Common Address: [illegible] East [illegible]
3017-19 South Central Park Avenue
Chicago, Illinois

(#10)

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STATE OF ILLINOIS
COUNTY OF COOK } ss:

I,..... a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY that.....

Assistant Vice President of LA SALLE NATIONAL BANK, and .....

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. 19 86

Martha Ann Brooks
NOTARY PUBLIC

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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)

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that J. W. Kilcy, personally known to me to be the DIRECTOR of Illinois Housing Development Authority, and ~~KENNETH D.~~ 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, 19 86.

Elizabeth M. Burk
Notary Public

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

I, J. BARTOLINI a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. G. MASON, as VICE President of Harris Trust and Savings Bank and C. POTTER as ASSISTANT Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 (s)he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his/her 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 may hand and Notarial Seal this 27TH day of February A.D. 1986

Notary Public

My Commission Expires:

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