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MFMO01-M/N
MASTER 8-20-85
IHDA Form No. _____
IHDA Loan No. _____
1985 Series B _____

REGULATORY AGREEMENT
(FHA-Insured Housing Development)

THIS REGULATORY AGREEMENT, dated as of the 1st day of April, 1986, by and between American National Bank and Trust Company of Chicago, not personally but solely as Trustee under a Trust Agreement (hereinafter referred to as the "Trust Agreement") dated June 14, 1985, and known as Trust No. 64648 (hereinafter referred to as "Mortgagor"), Merrill Court Associates, 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");

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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 One Million Five Hundred Fifty-Eight Thousand Two Hundred and No/100 Dollars (\$ 1,558,200.00) (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 MAY 14, 1986 as Document No. 86-191851 (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 MAY 14, 1986 as Document No. 86-191852 (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;

Box 430

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PROPERTY OF
COOK COUNTY CLERK'S OFFICE
1000 N. LAKE ST.
CHICAGO, IL 60610
TEL: (773) 304-3000

88810100

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COOK COUNTY CLERK'S OFFICE
1000 N. LAKE ST.
CHICAGO, IL 60610
TEL: (773) 304-3000

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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 December 22, 1984, and approved by Authority on February 28, 1985 (any change in or to said Affirmative Fair Housing Market Plan must be approved by HUD) and (ii) the Tenant Selection Plan dated April 18, 1985, 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

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE,
January 11, 1900.

REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE,
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 11, 1899.

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

(f) No less than -0- 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

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 2003.

CLERK OF COOK COUNTY

COOK COUNTY, ILLINOIS

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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

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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 six percent (6%) 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.

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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"):

<u>Prepayment Period</u>	<u>Prepayment Penalty</u>
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%

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(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 transferee 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.

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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) or 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

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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

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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

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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: American National Bank and Trust Company of Chicago,
as Trustee under Trust No. 64648
33 N. LaSalle St.
Chicago, IL 60690

Owner: Merrill Court Associates
c/o Ralph I. Brown
35 E. Wacker Drive - Suite 1300
Chicago, IL 60601

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

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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 American National Bank and Trust Company of Chicago

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not personally, but as Trustee under Trust No. 64648 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. American National Bank and Trust Company of Chicago

not personally but solely as Trustee under a Trust Agreement dated June 14, 1985, and known as Trust No. 64648

Attest:

By: [Signature]
Title: Second Vice President

By: [Signature]
Title: ASSISTANT SECRETARY

Merrill Court Associates
an Illinois Limited Partnership
("Owner")

By: [Signature]
Title: General Partner

ILLINOIS HOUSING DEVELOPMENT
AUTHORITY

Attest:

By: [Signature]
Title: DEPUTY DIRECTOR

By: [Signature]
Title: ASSISTANT DIRECTOR

Approved and Consented to by
Federal Housing Commissioner

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Peter H. Johnson, personally known to me to be the Second Vice President of American National Bank & Trust Co. of Chicago and SUZANNE G. BAKER, personally known to me to be the ASSISTANT SECRETARY of American National Bank & Trust Co. of Chicago, 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 Second Vice President and ASSISTANT SECRETARY of American National Bank & Trust Co. of Chicago, as Trustee under a Trust Agreement dated June 14, 1985, and known as Trust No. 64648, as their free and voluntary act and as the free and voluntary act and deed of American National Bank & Trust Co. of Chicago, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 1986. MAY 6 1986

Loretta M. Sorvinski
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Ralph I. Brown, personally known to me to be the General Partner of Merrill Court Associates, an Illinois Limited Partnership, and 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 capacities as General Partners of Merrill Court Associates as their free and voluntary act and as the free and voluntary act and deed of Merrill Court Associates, for the uses and purposes therein set forth.

Given under my hand and official seal this 12th day of May, 1986.

Harold Chamber
Notary Public

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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 LETTER H. DWALS, personally known to me to be the DEPUTY DIRECTOR of Illinois Housing Development Authority, and KENNETH B. 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 DEPUTY 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 14th day of July, 1986.

Charlitt M. Bank
Notary Public

Notary of Cook County Clerk's Office

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EXCULPATORY RIDER FOR F.H.A. DOCUMENTS

Attached to and made a part of that instrument executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust No. 64648.

This Document is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust No. 64648 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 Agreement shall be construed as creating any monetary liability on said Trustee personally to pay any indebtedness accruing hereunder, or any personal monetary liability on said Trustee with respect to the performance of any warranty or covenant, either expressed or implied in said 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 funds or property of the project coming into its hands which, by the provisions of the Regulatory Agreement, it is not entitled to retain.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20____.

Clerk of the Court

Property of Cook County Clerk's Office

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Merrill Court

FHA Project No. 071-35543

Exhibit A

Legal Description

LOTS 26, 27, 28 AND 29 IN BLOCK 8 IN SOUTH KENWOOD, A RESUBDIVISION OF PART OF SOUTH KENWOOD, TOGETHER WITH PART OF BLOCK 10, IN CLARKE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 20-25-209-001

Street Address of the Property:

7201-15 S. Merrill Avenue
2141-45 E. 72nd Street
Chicago, Illinois

Prepared by:

Robert Ungerleider
Katz Randall & Weinberg
Suite 2300
200 N. LaSalle Street
Chicago, Illinois 60601

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OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY

CHIEF CLERK

100 W. WASHINGTON ST. CHICAGO, ILL. 60601

NOTICE TO CREDITORS
IN RE: ESTATE OF [Name], DECEASED
[Name], Clerk of the Circuit Court of Cook County, Illinois, hereby gives notice to all persons having claims against the estate of [Name], deceased, to file the same with the Clerk of the Circuit Court of Cook County, Illinois, at 100 West Washington Street, Chicago, Illinois, on or before [Date].

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TENANT SELECTION PLAN

MERRILL COURT ASSOCIATES

SECTION 8 MODERATE REHABILITATION

Development Data

- Development Name: Merrill Court
- Sponsor: Crossroads Development Corporation
- Development Unit Distribution:

1 Bedroom 18
2 Bedrooms 22

TOTAL 40

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- 2 -

MARKETING PROCEDURES

I. INTERESTED PERSONS LIST

- A. An interested persons list will be established prior to the start of marketing. The list will include the name, address, telephone number, family composition and age of persons who have expressed an interest.
- B. Persons listed will be told the approximate time when applications are to be taken and when they may expect to receive further instructions. They will be informed that placement on the list does not guarantee occupancy.
- C. Persons listed are instructed to inform the development of changes in their address or telephone number.
- D. Interested persons will be actively solicited in the following manner:
1. An introductory letter describing the development and inviting referrals will be sent to all groups listed in the outreach section in accordance with the Agreement to Enter into the Housing Assistance Payment Contract, but no later than 30 days prior to the start of other marketing efforts. (See Exhibit 1).
 2. A "General Notification" will be made to the public about the development. General notice will consist of advertisements placed in media identified in the Affirmative Fair Housing Marketing Plan and where

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COOK COUNTY, ILLINOIS

IN SENATE, JANUARY 11, 1904.

REPORT

OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

AT ITS REGULAR SESSION, JANUARY 11, 1904.

CHICAGO: PRINTED BY THE CHICAGO PRESS, 1904.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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applicable in the Illinois Housing Development Authority's Final Marketing Plan. The advertisement will include name, address, and telephone number of the rental office, and specify that responses must be made within 15 days from initial publication date (excluding weekends and federally designated holidays).

The advertisement will identify the location of the building, bedroom sizes available and the approximate date of availability.

II. START OF MARKETING

- A. Within 30 days (excluding weekends and federally designated holidays) following the General Notification, a letter will be sent to each interested person. (See Exhibit 2.) The letter will instruct them to return two enclosed pre-application cards as soon as possible. It will also inform them that interviews will be scheduled in the order that the cards are received. This procedure shall constitute a mass mailing.
- B. All pre-application cards will be dated and numbered as they are returned. If the applicant personally delivers the cards to the rental office they will be dated and numbered when delivered. The numbering will be sequential. One of the dated and numbered cards will be arranged alphabetically for cross reference purposes. The second card will be filed numerically, and according to apartment type, and will constitute a master list and priority number for each person responding.

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Annexed to the original contract...
The undersigned hereby certifies...
that the above is a true and correct copy...
of the original as the same appears...
in the files of the undersigned.

Witness my hand and seal...
at Chicago, Illinois, this... day of...
19... A.D. 19...
[Signature]

Notary Public in and for the State of Illinois
My Commission Expires...
[Signature]

Received of the undersigned...
the sum of... Dollars...
for...
[Signature]

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- 4 -

C. Management will respond to interested persons according to the period of the marketing program in which they make initial inquiry. This document will refer to them as follows:

Group 1 - Persons who respond to the mass mailing, and beginning with the lowest priority numbers in each bedroom size, will be among the initial group to be interviewed as described in paragraph II.D.

Group 2 - Persons who respond to the mass mailing and whose higher priority numbers exclude them from the initial group to be interviewed.

Group 3 - Persons who inquire after the mass mailing has been sent out or anytime prior to 95% occupancy.

D. A specific number of initial interviews will be scheduled. The number will be a minimum of one interview per unit and an additional number of interviews to accommodate a reasonable level of unqualified, rejected or cancelled applications. The total number determined for each bedroom size will be based on the market conditions and the judgement of management. The number of initial interviews will be:

36 One bedroom, family

44 Two bedroom, family

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E. Persons in Group 2 will be notified as soon as it is known that they will not be interviewed. A letter (See Exhibit 3) sent to them will explain that they are on the development's waiting list, and that they may be contacted in the event there are insufficient qualified applicants from Group 1.

F. Group 3 persons who inquire after the mass mailing is sent will be offered two pre-application cards. Their cards will be dated and numbered, but filed separately from the mass mailing respondents' cards. They will be used only if there are not enough people from Groups 1 and 2 to conduct the number of interviews specified in paragraph II.D. The numbering of Group 3 cards will follow consecutively from the last card in Group 2.

III. INTERVIEWS WILL BE ARRANGED IN THE FOLLOWING MANNER

A. Management will attempt to contact the persons to be interviewed within 15 days (excluding weekends and federally designated holidays) following the receipt of their cards, to schedule the interviews. If a person cannot be contacted within that time by telephone or by first class mail, a certified letter will be sent. If there is no response within 15 days (excluding weekends and federally designated holidays) from the date mailed, the person's card will be placed in the "Closed File." The "Closed File" will be a separate group of cards that have been removed from the master numerical file and the person's place on the waiting list is thereby forfeited. Notations will be made on these cards explaining the

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reasons for placement in the "Closed File." Management will retain these cards for a period of three years. A letter will be sent to any applicant whose card is placed in the "closed file" advising the applicant of same.

- B. Applicants may reschedule their interviews, but the applicant will be advised that if he does not attend the second interview, his card will be placed in the "Closed File."

IV. WAITING LIST PROCEDURES

- A. Groups 2 and 3 comprise a waiting list prior to 95% occupancy. Once the initial residency is identified a limited number of people from Groups 2 and 3 will be permitted to remain on the development's permanent waiting list. Based on comparable development's unit turnover rates, the waiting list will consist of only those individuals who can expect to receive an application within two years for new construction and one year thereafter. Therefore, the maximum number on the list will be:

- 6 One bedroom, family
- 7 Two bedroom, family

The maximum size of this list may be adjusted if the development's actual turnover rate indicates a change.

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IN SENATE
JANUARY 10, 1900
REPORT OF THE
COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 15, 1899

CHICAGO: PUBLISHED BY THE
STATE OF ILLINOIS, PRINTING OFFICE
1899

RECEIVED
JAN 10 1900

OFFICE OF THE CLERK OF THE SENATE
ALBANY, N. Y.

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- 7 -

- B. To determine who is to be on the waiting list the following steps will be taken:
1. At 95% occupancy, a letter will be sent to Group 2 persons who were not interviewed. (See Exhibit 4.) If they are interested in remaining on the waiting list, they will be asked to respond within 15 days (excluding weekends and federally designated holidays) from the date mailed. If they respond, they will retain their priority number in the appropriate category. Those who do not respond will have their cards placed in the "Closed File."
 2. Positive responses with the lowest priority numbers will constitute the waiting list as specified in paragraph IV.A.
 3. Group 2 persons responding positively but who cannot be placed on the waiting list due to size constraints of the list will be advised by letter (See Exhibit 5) that they are not included on the list, and that they may inquire annually whether or not additional names will be taken for the list.
 4. If the steps taken in paragraphs 1 & 2 do not create the specified waiting list (in total or in a selected unit size category), then the above mentioned steps will be repeated with pre-application cards from Group 3.
 5. When the waiting list is complete all other Group 3 persons will be notified by letter that they are not included on the list and that they may inquire

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Section 10-10-10 of the Illinois Public Access to Government Information Act (5 ILCS 10-10-10) requires that all records maintained by a public body be made available to the public in accordance with the provisions of this Act.

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- 8 -

annually whether or not new names will be taken. (See Exhibit 5). A confirmation letter will also be sent to those persons who are placed on the permanent waiting list. (See Exhibit 6.)

- C. The waiting list will be updated annually in the following manner:

One year from the date that the permanent waiting list is established, it will be reviewed. Subtracted from the total number in each bedroom size will be those persons who were accepted, rejected or otherwise disqualified. New names will be accepted on a first come first served basis until the list has again reached the size specified in paragraph IV.A. In the event that the list has not been reduced in a particular bedroom size category, names will not be taken for persons requesting that bedroom size. Because the update can be anticipated, management will be able to advise callers no later than 30 days (excluding weekends and federally designated holidays) of when the update will occur.

2. In the event of an unexpected high rate of turn-overs, or higher than normal rate of rejections, management may reopen the waiting list prior to the annual update.

- D. Contacting persons on the waiting list will be done in the following manner:

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Under the provisions of the Illinois Public Access to Information Act, the following information is being made available to the public. This information is being made available to the public in accordance with the provisions of the Act.

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- 9 -

1. The first five persons on the list will be interviewed and pre-screened even though a vacancy has not been identified. Pre-screening will include a tour of the building, a discussion of qualifications for the rental subsidy program and the information that the applicant will need to provide when a formal application is eventually taken. Pre-screening will not include income verifications or credit checks, nor will any final determination be made regarding eligibility and acceptance.
2. In the event that one of the first five persons on the list cannot be contacted by telephone or first class letter to be pre-screened, management will still attempt to contact them by certified letter when a unit becomes available and their priority number indicates they should receive the next application. If there is no response to the certified letter within 15 business days from the date the letter was sent, the card for that person will be placed in the "Closed File."
3. When a unit becomes available the pre-screened person with the lowest priority number will be contacted for final processing and verifications. Should the applicant fail to complete the application or reject the unit, without good cause, he will be advised that his name will be removed from the list. If the person does not accept the unit for a good cause, he will be advised that the only one additional opportunity to rent will be given before his name is removed from the list. Until removed from the list, status will remain the same.

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4. Management will accept any legitimate reason as "good cause" for declining a unit. Not included as acceptable reasons are: location or floor plan of the appropriate size unit being offered, current lease obligations (if they cause the applicant to decline the second time). An applicant may reject a unit and still remain on the list if there is verifiable good cause, such as a person with documented fear of heights refusing a unit located on a high floor.

V. THE APPLICATION PROCESS

- A. With respect to all applications, the following actions will be taken:
 1. A written credit report will be ordered.
 2. Verifications concerning income, assets, residency history, medical expense, disability, etc. will be explained and release of information statements signed by the applicant. Verification forms will be mailed by the management staff.
 3. A home visit will be conducted on all applicants within 50 miles of the development.
 4. Management will attempt to complete applications within 45 days, (excluding weekends and federally designated holidays), from the date of the application interview during rent-up and within 21

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20____.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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- 11 -

days, (excluding weekends and federally designated holidays), after 95% occupancy. Completion means that a lease has been offered or a rejection letter has been sent.

B. Rejection of any application will follow these procedures:

1. A letter will be sent to the applicant stating the reason(s) for rejection (See Exhibit 7) and that they must request in writing within 14 days (excluding weekends and federally designated holidays) a meeting with management or provide additional information concerning their application.
2. A review of the applicant's written response will be made by the management staff who did not participate in the initial decision to reject the application. The review will be completed within 7 days (excluding weekends and federally designated holidays). If circumstances would prevent a meeting within this time, management will attempt to arrange a meeting at the earliest possible date. Such circumstances would be when management staff would be required to travel a significant distance to conduct a review and would need additional time to schedule a meeting. Written statement from the applicant will be accepted.
3. A final decision will be made within 5 days (excluding weekends and federally designated holidays) of the review and communicated in writing. A unit will be held for the applicant until the review is completed. If the rejection is reversed the unit will be offered to the applicant.

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... (faint text)

... (faint text)

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4. If information presented after the review process would cause a prior rejection to be reversed, the applicant's name will be placed at the top of the waiting list. This would be done only if new information indicated inaccuracies in original information. The rejected applicant who alters family composition, income or asset amounts, accelerates debt payments or otherwise changes his credentials in order to qualify will not be entitled to priority standing on the waiting list.

VI. ELIGIBILITY REQUIREMENTS

A. Income

The annual income of the applicant must be less than or equal to the limits set by the U. S. Department of Housing and Urban Development for the appropriate family size.

B. Citizenship/Residency Requirements

Financial assistance may not be made for the benefit of non-immigrant student aliens unless that alien qualifies under one of the categories outlined in Federal Regulation Section 200.180.

VII. HOUSEHOLD/UNIT SIZE LIMITATIONS

- A. Single persons (individuals living alone or who intend to live alone) who are not eligible for Section 8 assistance

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- 13 -

as elderly, disabled, or handicapped will not be accepted without approval of the Director of the HUD Field Office.

- B. The unit applied for must have enough bedroom space to accommodate the size of the applicant's family. No more than two people will be permitted to occupy a bedroom.
- C. Two non-married elderly, disabled or handicapped persons may occupy either a one bedroom or a two bedroom apartment. An elderly, disabled, or handicapped person(s) may also occupy a two bedroom apartment with a person who is not elderly, handicapped, disabled, or otherwise eligible for Section 8 if determined by a physician to be essential to their care or well being.
- D. A married couple living alone may not occupy a two bedroom unit unless separate bedrooms are determined by a physician to be necessary for medical reasons.

VIII. SELECTION AND REJECTION CRITERIA

A. Insufficient/Inaccurate Information on Application

If the applicant refuses to cooperate fully in all aspects of their application process or the information supplied is incomplete or falsified, the applicant will not be selected.

B. Credit Standing

- 1. Eligible applicants must have satisfactory history of meeting financial obligations (including timely

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IN SENATE
January 11, 1911

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED
BY THE SENATE JANUARY 10, 1911

ALBANY: J. B. LIPPINCOTT COMPANY, PRINTERS.
1911.

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RECEIVED
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IN SENATE
January 11, 1911

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED
BY THE SENATE JANUARY 10, 1911

ALBANY: J. B. LIPPINCOTT COMPANY, PRINTERS.
1911.

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payment of rent). Outstanding judgements or a history of late payment of bills or rent will be grounds for rejection. If management rejects an application based upon the credit report, the applicant will be given the name of the credit agency which performed the credit check. Management's 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. The lack of a credit history will not cause an applicant to be rejected, although management may require in such circumstances that the lease be guaranteed by a person with a history of credit worthiness and ability to pay.

2. The applicant must demonstrate a financial ability to pay the monthly contribution toward rent. This means that the total of the applicant's monthly contribution plus long term monthly payments to all long term obligations should be less than fifty percent of their monthly gross income. Income ratios higher than those above 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 on a determination of whether the applicant, considering all relevant factors including the income-to-debt ratio, is capable of paying rent on the apartment.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20____.

Clerk of Cook County, Illinois

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C. History of Residency

Persons who have a history of disturbing neighbors, destroying property, or have exhibited living habits at prior residences which could adversely affect the health, safety or quiet enjoyment for other residents of the development will not be selected for occupancy. Management will verify the previous two years of housing for each applicant.

D. Housekeeping Practices

Unsanitary housekeeping will be grounds for rejection. This criterion is not intended to exclude households whose housekeeping is only superficially inadequate if such conditions would not appear to affect the health, safety, or comfortable possession of other residents.

IX. SPECIAL OCCUPANCY CATEGORIES

Although applicants will be interviewed, processed and accepted as described in the marketing procedure, exceptions will be made for the following reasons:

A. Displaced Persons

1. Preference for occupancy in the development will be given to displaced persons and families in Federal Regulation 812.2.
2. Applicants claiming to be displaced persons must provide written documentation to provide their status.

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IN SENATE, January 11, 1912.

Resolved, That the sum of \$100,000 be and it is hereby appropriated for the purpose of purchasing the necessary equipment for the State Police, to be paid out of the State Treasury.

Approved: _____

Witness my hand and the seal of the State of Illinois at Springfield, this 11th day of January, 1912.

Attest: _____

John C. W. _____

Secretary of State

and the Department of State, at Springfield, Illinois, this 11th day of January, 1912.

John C. W. _____

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B. Handicapped Persons

Physically handicapped persons will be given priority for those units especially designed for the physically handicapped.

C. Community Resident Preference

1. Management may request that preference be given to residents who live or work in the community. The community may be defined as ~~the~~ areas within the city limits where the development is located. If such a request is made the following Chicago neighborhoods will be included; Bryn Mawr (E and W), Parkside, O'Keeffe, and Rainbow. Please refer to the attached community preference map. The applicant who is a resident may be selected prior to non-residents even if the non-resident is higher on the waiting list. The development's use of resident preference does not supersede or negate any affirmative marketing obligations.
2. To obtain preference in selection, based on local residence, an applicant must provide documentation clearly demonstrating their current address or current or future employment is within the community.
3. Applicants from outside the community may qualify for local residence preference if they can verify prior residency in the community.

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NOT RECORDED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS
ON 01/10/2011 AT 10:00 AM BY THE CLERK OF COOK COUNTY

RECORDED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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D. Changes in Family Size for Current Residents of the Development

If the family size changes, residents will be required to move to the next available unit of the proper size. Costs connected with the move will be the responsibility of the resident who is required to move.

E. Economic Mix

All of the the 40 dwelling units, 100%, will be made available to persons who qualify under the very low income levels of the Section 8 program for the area, except relocatees may qualify under the moderate income levels(80%).

F. Gautreaux Plaintiff Class

1. Under the terms of the current decree entered into as a result of the Gautreaux class action, a portion of the units must be reserved for the occupancy of those persons who meet the project's eligibility and selection criteria and who are certified by the Leadership Council as members of the Gautreaux Plaintiff class.
2. Prior to beginning of marketing, the Owners, IYDA and the Leadership Council will determine the total number and bedroom distribution of the apartments reserved for members of the class.

All applicants given preference within a special occupancy category must meet the eligibility and selection criteria established for other applicants.

approved
Fred L. Brown
James Jean
IYDA 4/18/85

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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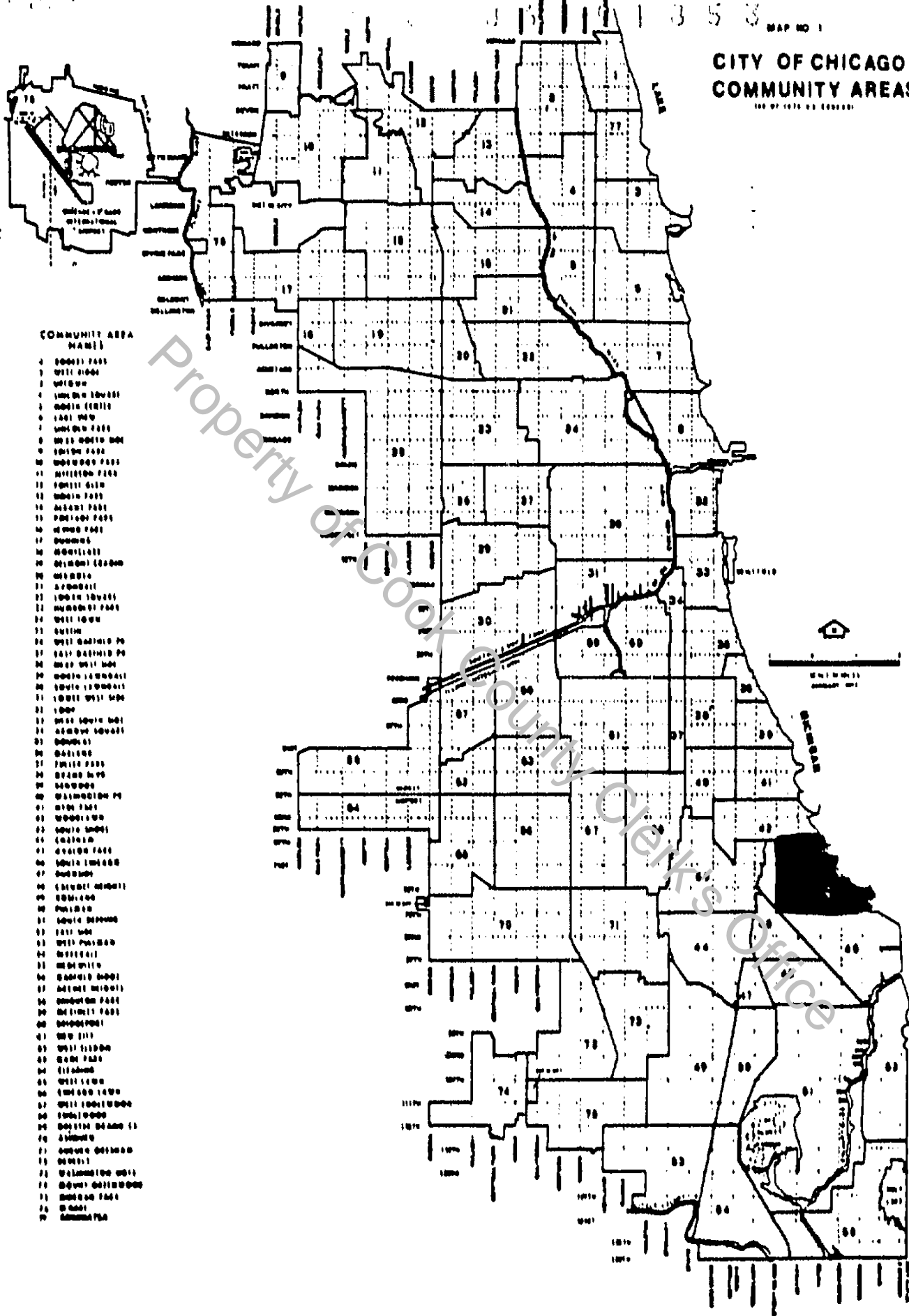
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MAP NO. 1

CITY OF CHICAGO COMMUNITY AREAS

100 OF 1076 BY LEGISLATION



COMMUNITY AREA NAMES

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COOK COUNTY

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- 18 -

TENANT SELECTION PLAN (Exhibit 1)

Dear

I am writing to advise you that _____ located at _____ will soon be available for moderate and lower income residents. There will also be some specially designed apartments for disabled and handicapped residents. Eligible families or individuals will be required to pay no more than 30% of their monthly income in rent. The balance of the rent will be paid by the Federal Section 8 Rental Assistance Program.

Anyone who is interested in making an application or obtaining further information should contact the building office. There are no immediate vacancies, but people can be included in our list of interested persons. By calling now they will be eligible to receive information on application procedures at a later date.

We hope that this referral will be of assistance to the community you serve and if I can be of further help please do not hesitate to call me.

Sincerely,

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STATE OF ILLINOIS

IN SENATE,
January 10, 1912.

REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE,
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 11, 1911.

CHAS. W. BROWN, COMMISSIONER.

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- 19 -

TENANT SELECTION PLAN (Exhibit 2)

Dear "Interested Person"

Applications will soon be taken for _____ Apartments. In order to be considered for an application you should complete both of the enclosed pre-application cards and mail them to us at _____. Applications will be scheduled in the order that forms are received by our rental office, so please return them as soon as possible.

Once we have received your cards, we will contact you again to arrange an interview or further advise you of your status. Thank you very much for your cooperation in the application process and for your interest in _____ Apartments.

Sincerely,

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- 21 -

TENANT SELECTION PLAN (Exhibit 4)

Dear

As we have indicated in previous correspondence, the demand for housing at _____ far exceeded the available number of apartments in the complex. Each and every apartment is now leased and it is clear that we will not be able to satisfy your need of housing at this time.

If you would like to remain on our waiting list, we ask that you complete the enclosed card and mail it to our office within 15 days. You will receive further notice regarding your waiting list status in the near future.

Sincerely,

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COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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TENANT SELECTION PLAN (Exhibit 5)

Dear

A substantial number of interested persons who did not receive applications for our development have asked to be placed on our waiting list.

It is our policy not to keep people on the waiting list that we cannot expect to house within one year. Unfortunately, there are enough people ahead of you that we could not expect to accommodate you within that time frame. We will, therefore, be removing your name from the waiting list and urge you to seek housing elsewhere.

Each year we will update the waiting list to determine whether additional names will be taken. Our office can advise you of the date on which you need to call.

Again, we regret not being able to place you on our waiting list. We sincerely thank you for your interest in our development.

Sincerely,

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- 23 - 0 5 1 9 1 0 5 3

TENANT SELECTION PLAN (Exhibit 6)

Dear

We have now formally established our permanent waiting list and are pleased to inform you that your name will be included on the list. As apartments become available, we will contact people on the list and provide further information on making an application.

Please note that the actual size of the list has been limited to include only those applicants who we might be able to house within the coming year based on our experience with apartment complexes of this size and type.

Please understand that the fact that you are on the waiting list does not in any way guarantee you an apartment or that you will be contacted for an interview during the next year.

Thank you for your cooperation in this matter.

Sincerely,

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Property of Cook County Clerk's Office

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- 24 - 3 0 1 9 1 3 3 3

TENANT SELECTION PLAN (Exhibit 7)

Dear

This is to inform you that your application for residency cannot be accepted. All of the information concerning your application has been carefully evaluated by our leasing and management supervisory staff. Based on their review, the reasons for non-acceptance are:

(insert item(s) from approved list)

We feel that our decision has been made fairly, however, you may request a review of this decision by notifying the Management Office in writing within 15 days (excluding weekends and federally designated holidays). Responding to this notice does not preclude the applicant from exercising other avenues available if they believe that they are being discriminated against on the basis of race, color, creed, religion, sex, national origin or handicap. Your request will be brought before a review committee with representatives of the Management Agent. You will be notified promptly of the review committee's decision.

Sincerely,

PROCESSED BY COOK COUNTY Clerk's Office

86191853

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court at Chicago, Illinois, this _____ day of _____, 19____.

Attest: _____
Clerk of the Court

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- 25 - 3 6 1 9 1 3 5 3

TENANT SELECTION PLAN (Exhibit 7 Continued)

(REASONS FOR NON-ACCEPTANCE OF RENTAL APPLICATION)

1. Unsatisfactory history of meeting financial obligations, which may include, but is not limited to, charge accounts, loan defaults, etc.
2. Inability to verify credit references or otherwise verify your ability to meet financial obligations.
3. Inability to obtain complete or correct application information.
4. Inability to verify a stable residency history.
5. History of disturbing neighbors or damaging property at prior residences.
6. Unacceptable housekeeping practices.
7. History of late rental payments at prior residences.
8. Unstable source of income.
9. Lack of apartments large enough to accommodate your family.
10. Monthly rent contribution plus all long term monthly payments to other obligations would exceed the maximum 50% of gross monthly income.

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State of Illinois, County of Cook

IN SENATE, January 15, 1923.

Resolved, That the following bill be introduced:

SENATE BILL NO. 1234

AN ACT TO AMEND AN ACT APPROVED MARCH 29, 1922, RELATIVE TO THE REGISTRATION OF VOTERS.

BEFORE ANY OTHER BUSINESS, the Senate proceeded to the consideration of the above bill, which was read twice and passed.

Approved January 15, 1923.

REPORTERS: JAMES H. HARRIS, CLERK OF SENATE; JAMES H. HARRIS, CLERK OF SENATE.

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88101223

PENSION & ANNUITY

Date _____

RE _____

I.D. No. _____

Dear Sir/Madam

We are required to verify the incomes of all members of families applying for admission as tenants to federally assisted housing units which we operate and to redetermine periodically the incomes of tenant families. This is because the laws under which these housing units are administered restrict occupancy to low income families and base rents on the amount of the family income.

To comply with this requirement we ask your cooperation in completing the applicable items on the following report for the employee listed above. This information will be used only in determining the eligibility status and rent of the employee's family.

Your prompt return of this letter will be appreciated. A self-addressed return envelope is enclosed. If you have any questions please call _____.

Sincerely,

Manager

I hereby authorize the release of the requested information

Date

Applicant Signature

Current Monthly gross amount of pension or annuity _____

Deductions from gross for medical insurance premium \$ _____

Date of initial award _____

Effective date of current amount _____

Date

Signature

Title

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PUBLIC ASSISTANCE VERIFICATION

Re _____

Dear Sir/Madam

We are required to verify the incomes of all members of families applying for admission as tenants to the federal assisted housing units which we operate and periodically to re-examine the tenant families. To comply with this requirements we ask your cooperation in supplying the information requested below regarding the referenced individual. This information will be used only in determining the eligibility status and rent of the family.

Your prompt return of this letter will be appreciated. A self-addressed return envelope is enclosed. If you have any questions please call _____

Sincerely,
Manager

I hereby authorize the release of the requested information

Date

Signature

NUMBER IN FAMILY _____	RATE PER MONTH
Aid to Families with Dependent Children	\$ _____
General Assistance	\$ _____
Amount specifically designated for shelter and utilities	\$ _____
Other assistance - Type _____	\$ _____
TOTAL MONTHLY GRANT \$ _____	
Other Income Source _____	\$ _____
*MAXIMUM ALLOWANCE FOR RENT AND UTILITIES	\$ _____
Amount of public assistance given during the past 12 months	\$ _____

REMARKS _____

Date _____

Signature _____

Title _____

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MILITARY INCOME VERIFICATION

TO _____

Dear Sir/Madam

We are required to verify the incomes of all members of families applying for admission as tenants to the federally assisted housing units which we operate, and periodically to re-examine the tenant families. To comply with this requirement, we ask your cooperation in supplying the information requested below regarding the referenced individual. This information will be used only in determining the eligibility status and rent of the family.

Your prompt return of this letter will be appreciated. A self-addressed return envelope is enclosed. If you have any questions, please call _____

Sincerely
Manager

I hereby authorize the release of the requested information

Date Signature

YEARS _____	AND MONTHS _____	OF SERVICE FOR PAY PURPOSES	RATE PER MONTH
INCOME			
Base Pay, and Longevity Pay			\$ _____
Proficiency Pay			\$ _____
Sea and Foreign Duty Pay			\$ _____
Hazardous Duty Pay			\$ _____
Subsistence Allowance			\$ _____
Quarters Allowance (include only amt contributed by Govt)			\$ _____
Number of Dependents claimed _____			
Other (Explain) _____			\$ _____
MONTHLY TOTAL AMOUNT RECEIVED			\$ _____

Date _____ Signature _____
Military Personnel Officer

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March 14, 2013

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HANDICAP VERIFICATION

Dear Sir/Madam

Special considerations in federally assisted housing are authorized by law to a person or family of a person who is physically handicapped. For the purpose of qualifying for this supplement in rent, the head of the household or spouse must have a physical impairment which (a) is expected to be of long continued and indefinite duration (b) substantially impedes his/her ability to live independently and (c) is of such a nature that such ability could be improved by more suitable housing conditions.

We would appreciate your completing the certification below for _____ and returning this form in the enclosed envelope. This information will be used only for the purpose of classification and establishing eligibility for the Supplemental Payment.

Sincerely,
Manager

I hereby authorize the release of the requested information.

Date Signature

In my opinion _____ is/is not handicapped as defined above. Explain nature of disability or illness.

Date _____ Signed _____

Professional Title

Address

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EXHIBIT 1

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FULL-TIME STUDENT VERIFICATION

Re _____

Dear Sir/Madam

We are required to verify the full-time student status of individuals applying for admission to public housing in general or assisted housing. To comply with this requirement we ask your cooperation in supplying the information requested below regarding the referenced individual. This information will be used only to determine eligibility of rent.

Your prompt return of this letter will be appreciated. A stamped self-addressed return envelope is enclosed. If you have any questions please call _____

Sincerely,

Manager

I hereby authorize the release of this information

Date _____ Signature _____

Name of Educational Institution _____

Address _____

Check Applicable Box

Referenced individual is is not a full-time student in good standing at this institution

Years Remaining to Complete Degree or Program _____

Remarks _____

Date _____ Signature _____

Title _____

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EXHIBIT I
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CHILD/DEPENDENT CARE VERIFICATION

Re _____

Dear _____

We are required to verify the amounts paid for the care of children or other dependents of individuals applying for or living in federally assisted housing. To comply with this requirement, we ask your cooperation in supplying the information requested below regarding the referenced individual. This information will be used only to determine eligibility for rent.

Your prompt return of this letter will be appreciated. A stamped self-addressed envelope is enclosed. If you have any questions, please call _____.

Sincerely,

Manager

I hereby authorize the release of this information

Date _____ Signature _____

Name of Person or Agency Providing Care _____

Address _____

Name(s) of Person or Persons Cared For _____

Average Amount Paid for Care \$ _____ Week _____ Month _____

Estimated Amount to Be Paid in Coming 12 Months \$ _____
(Include full time summer care of school children, if applicable)

Date _____ Signature _____

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PROPERTY TAX MAP

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MEDICAL VERIFICATION

Date _____

Dear Sir/Madam

_____ has applied for an apartment at this development. Since the rental rates on apartments can be reduced for families with medical expenses, we are required by law to obtain certain information with regard to these medical expenses. To comply with this requirement, please your cooperation in supplying the information requested below regarding the referenced individual.

Your prompt return of this letter will be appreciated. A stamped self-addressed return envelope is enclosed. If you have any questions, please call _____

Sincerely,

Manager

I hereby authorize the release of the requested information.

Date _____

Signature _____

Nature of Illness/Condition _____

Type of Service You Provide to Applicant (check all appropriate)

- Physician Care
- Dental Care
- Hospital/Clinic Care
- Prescriptions
- Therapy (Describe _____)
- Medical Transportation
- Medical Insurance

Projected Cost of Services During Next 12 Months _____

Does the applicant require a private bedroom for medical reasons? yes no

Signature of Person Providing Information _____

Title _____

Address _____

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