

6 of 9
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COOK COUNTY RECORDER
1992 MAR - 6 PM 4:09

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Official Business

JOINDER OF AGREEMENT

This Joinder of Agreement ("Joinder of Agreement") is made this 4th day of February, 1992, by and between Quincy Homes Limited Partnership, an Illinois limited partnership, having its principal offices c/o City Lands Corp., 5100 West Harrison Street, Chicago, Illinois 60644 ("Fee Owner") and the City of Chicago, an Illinois municipal corporation, having its offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City").

RECITALS

\$3.00

WHEREAS, the City Council of the City of Chicago, by ordinance adopted June 7, 1990, established the New Homes for Chicago Program ("New Homes Program") to assist developers with the construction of new single-family housing within the City which shall be affordable to many families;

WHEREAS, the Fee Owner and the City have executed that certain "Redevelopment Agreement, New Homes for Chicago Program, Quincy Homes Limited Partnership" dated as of November 26, 1991 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on January 30, 1992 as document #92060024 ("Redevelopment Agreement") providing in part for the construction by the Fee Owner of new single family housing in the south Austin neighborhood of the City in conjunction with the City's New Homes Program;

WHEREAS, the terms of the Redevelopment Agreement anticipate that the housing units shall be constructed in part on property owned by the Fee Owner as of the date of the Redevelopment Agreement or to be acquired by the Fee Owner in order to fulfill his contractual obligations to construct the housing under the terms of the Redevelopment Agreement;

WHEREAS, in order to achieve performance of said contractual obligations, the Fee Owner has acquired that certain real property ("Property") described on Exhibit A attached hereto;

WHEREAS, the Fee Owner intends to construct a single family housing unit ("Unit") on the Property in conjunction with the New Homes Program and the terms of the Redevelopment Agreement;

WHEREAS, the Fee Owner shall construct the housing unit utilizing in part a City Subsidy (as such term is defined in the Redevelopment Agreement);

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WHEREAS, the City Subsidy shall be evidenced by a promissory note and secured by a mortgage which shall encumber the title to the Property;

WHEREAS, as consideration for the City entering into the Redevelopment Agreement and allowing for the utilization by the Fee Owner of the City Subsidy to provide funds for the construction of the Unit on the Property, and other benefits accruing to the Fee Owner by virtue of its participation in the New Homes Program, the Fee Owner hereby agrees that the Property shall be developed in conjunction with the terms of the Redevelopment Agreement and the New Homes Program;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Unless defined herein, all capitalized terms shall have the meanings ascribed to them in the Redevelopment Agreement.
2. Subject to the terms and conditions of the Joinder of Agreement, the Fee Owner agrees to construct a Unit upon the Property in accordance with the New Homes Program and the terms of the Redevelopment Agreement.
3. Provided that the Fee Owner constructs the Unit upon the Property in accordance with the New Homes Program and the terms of the Redevelopment Agreement and obtains the Certificate from the City, and the City is prepared to exercise a Release of the City's Mortgage encumbering the Property in accordance with subsection 4.7 of the Redevelopment Agreement, the City shall execute and deliver to the Fee Owner, concurrently therewith, an appropriate document (in recordable form) releasing the Property from the encumbrances and restrictions described in the Joinder of Agreement.
4. In the event that the Redevelopment Agreement is terminated by mutual agreement of the parties thereto, or if, for any reason, the Fee Owner is released or excused by the City from its obligation to construct a Unit on the Property, the City shall promptly execute an appropriate document (in recordable form) releasing the Property from the encumbrances and restrictions described in the Joinder of Agreement.
5. The Joinder of Agreement shall be construed in accordance with the laws of the State of Illinois.

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IN WITNESS WHEREOF, the parties have executed or caused the Joinder of Agreement to be executed, all as of the date first above written.

CITY OF CHICAGO,
a municipal corporation

By: Marina Carrott
Marina Carrott
Commissioner
Department of Housing

QUINCY HOMES LIMITED PARTNERSHIP,
an Illinois limited partnership

By: CITY LANDS CORP.,
a Delaware corporation,
a general partner

By: Susan M. McCann
Susan M. McCann
Senior Vice-President and
General Secretary

By: Linda Brace
Linda Brace
Development Officer

By: SHAW HOMES, INC.,
a Delaware corporation,
a general partner

By: Frank A. Martin
Frank A. Martin
President

By: Timothy B. Grogan
Timothy B. Grogan
Vice President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, FAITH B SCORE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Marina Carrott, personally known to me to be the Commissioner of the Department of Housing of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Commissioner, she signed and delivered the said instrument, pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of February, 1992.

FAITH B SCORE
Notary Public

" OFFICIAL SEAL "
FAITH B. SCORE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/30/94

(SEAL)

My commission expires 1/30/94

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STATE OF ILLINOIS))
) SS
COUNTY OF COOK)

I, Michelle Creamer, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Linda Brace, personally known to me to be the Development Officer of City Lands Corp., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Development Officer, she signed and delivered the said instrument, pursuant to authority given by the Board of Directors of City Lands Corp., as her free and voluntary act and as the free and voluntary act of said corporation as general partner of Quincy Homes Limited Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of February, 1992.

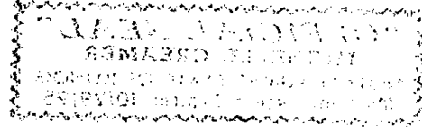
Michelle Creamer
Notary Public **OFFICIAL SEAL**
MICHELLE CREAMER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/29/95

My Commission expires _____

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COOK COUNTY

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STATE OF ILLINOIS))
) SS
 COUNTY OF COOK)

I, Michelle Creamer, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Susan M. McCann, personally known to me to be the Senior Vice President and Assistant Secretary of City Lands Corp., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Senior Vice President and Assistant Secretary, she signed and delivered the said instrument, pursuant to authority given by the Board of Directors of City Lands Corp., as her free and voluntary act and as the free and voluntary act of said corporation as general partner of Quincy Homes Limited Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of February, 1902

Michelle Creamer
 Notary Public

(SEAL)

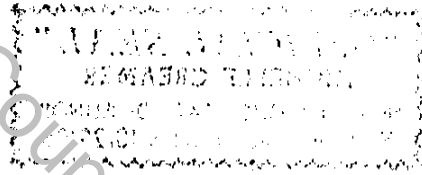


My Commission expires _____

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Michelle Creamer, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Frank A. Martin, personally known to me to be the President of Shaw Homes, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such President, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of Shaw Homes, Inc., as his free and voluntary act and as the free and voluntary act of said corporation as a general partner of Quincy Homes Limited Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of February, 1992

Michelle Creamer

Notary Public

(SEAL)



My Commission expires _____

CLERK OF COOK COUNTY Clerk's Office

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CAROL J. BENTLEY
CLERK OF THE COUNTY OF COOK
JAN 1 1987

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Michelle Creamer, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Timothy P. Grogan, personally known to me to be the Vice President of Shaw Homes, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Vice President, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of Shaw Homes, Inc., as his free and voluntary act and as the free and voluntary act of said corporation as a general partner of Quincy Homes Limited Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of February, 1992.

Michelle Creamer
Notary Public

(SEAL)



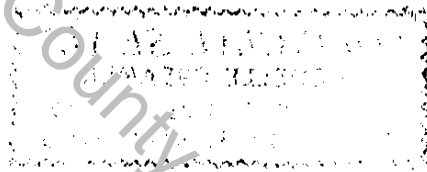
My Commission expires _____.

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EXHIBIT A

THE WEST 50 FEET OF THE EAST 280 FEET (EXCEPT THE SOUTH 8 FEET THEREOF, HERETOFORE DEDICATED AS A PUBLIC ALLEY) OF LOT 39 (EXCEPT THAT PART TAKEN FOR STREET) IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

5023-27 West Quincy Street, Chicago, Illinois

16-16-210-006-0000

Prepared By and To Be Returned To:
Mark Herz
Assistant Corporation Counsel
City of Chicago
121 North LaSalle Street
Room 610
Chicago, Illinois 60602

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Box 333

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