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JOINDER OF AGREEMENT

This Joinder of Agreement ("Joinder of Agreement") is made this 12th day of MAY, 1993, 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

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 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);

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.

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 McCann
Susan McCann
Senior Vice-President and
Assistant Secretary

By: Linda Brace
Linda Brace,
Development Officer

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, THOMAS M. LAWLOR, 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 as 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 she, as Commissioner, signed and delivered the said instrument as her free and voluntary act, and the free and voluntary act of the City of Chicago, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of May, 1993.

Thomas M. Lawlor
Notary Public

OFFICIAL SEAL
THOMAS M. LAWLOR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-2-97

My commission expires _____.

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Carolyn Wyss, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Susan Mc Cann, personally known to me to be the Senior Vice-President and Assistant Secretary of City Lands Corporation, and personally known to me as 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 as her free and voluntary act, and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of May, 1993.

Carolyn Wyss
Notary Public

My commission expires 12-9-96.

OFFICIAL SEAL
CAROLYN WYSS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/09/96

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Carolyn Wyss, 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 for City Lands Corporation, and personally known to me as 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 as her free and voluntary act, and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of May, 1993.

Carolyn Wyss
Notary Public

OFFICIAL SEAL
CAROLYN WYSS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/09/96

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EXHIBIT A

LOT 3 (EXCEPT THE WEST 10 FEET THEREOF) AND LOT 4 (EXCEPT THE EAST 3 FEET THEREOF) IN FRANK T. TURNER'S SUBDIVISION OF LOT 6 (EXCEPT THE EAST 132 FEET AND THE SOUTH 33 FEET THEREOF) IN THE 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.

Commonly known as: 4842 West Quincy Street,
Chicago, Illinois

Permanent Index Number: 16-16-208-031-0000 and
~~16-16-208-032-0000~~

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THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

MARK LENZ
ASSISTANT CORPORATION COUNSEL
REAL ESTATE AND LAND USE DIVISION
CITY OF CHICAGO
121 NORTH LASALLE STREET, ROOM 610
CHICAGO, ILLINOIS 60602
(312) 744-1041

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