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HOPE 3 LOAN AGREEMENT

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Chicago, IL 60657

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Chicago, IL 60657

DEPT-01 RECORDING \$31.00
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COOK COUNTY RECORDER

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Whereas, Chicago Rehabilitation Network, an Illinois non-profit corporation with offices at 53 W. Jackson Blvd., Chicago, Illinois ("CRN") has agreed to finance the rehabilitation of property belonging to Woodlawn East Community and Neighbors, Inc. ("Developer") a non-profit developer of affordable housing with offices at 1541 East 65th Street, Chicago, Illinois; and

Whereas, the property to be rehabilitated is described as follows:

Lot 40 in Block 4 in A.J. Hawke's South Park Homestead Subdivision of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 and the North 3/4 of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

Common Address: 6821 S. Champlain, Chicago, IL
PIN: 20-22-411-009

Now therefore, for good and valuable consideration acknowledged by the parties as received, the parties hereby agree as follows this 19th day of November, 1995:

GENERAL CONDITIONS

1.01. Loan Pool. There is hereby established the HOPE 3 Loan Pool ("Loan Pool") to be administered by CRN for the benefit of CRN members. CRN members who are selected by CRN for participation in the Loan Pool will become eligible for receipt of funds from the Loan Pool by complying with the conditions stated below.

1.02. Availability of Funds. Developer may borrow funds from the Loan Pool as such funds are available from time to time from the date Developer has complied with the conditions stated below until May 14, 1996, under the terms and conditions as stated in the Note and Mortgage.

1.03. Eligible Projects. Developer may use the Loan Pool to acquire and/or rehabilitate residential properties of one to four units in Developer's targeted area of operation, which shall upon completion be sold or leased to occupants whose income is within guidelines established by Grant Agreement #H393IL0016-IN between the U.S. Department of Housing and Urban Development and Chicago Rehabilitation Network for the HOPE 3 Program.

1.04. Project Commitment. Developer hereby agrees to acquire and/or rehabilitate one residential property using Loan Pool funds.

ACQUISITION OF BUILDINGS

2.01. HUD-Owned Buildings. CRN members will identify HUD-owned buildings for acquisition and use under the HOPE 3 Loan Pool. CRN members will bid on HUD-owned properties on their own behalf. Alternatively, CRN can on behalf of a CRN member, bid on the building and acquire it with HOPE 3 or other funds available to CRN.

2.02. CAPP Buildings. CRN members will acquire CAPP buildings from the City of Chicago under the Chicago Abandoned Property Program as per the regulations of that program.

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2.03 Other Buildings. CRN members may acquire 1-6 unit properties from other governmental sources, including but not limited to Resolution Trust Corporation, or Veteran's Administration.

CONDITIONS OF LENDING

3.01. Project Approval. Subject to approval of the Developer under such conditions as CRN shall from time to time establish, Developer may request funding for specific projects. Developer shall submit the following documents for each project:

- (a) executed copy of this Agreement,
- (b) certified copy of corporate resolution of Developer approving the Agreement and Note, authorizing certain corporate officers or directors to bind Developer to the terms and conditions stated in the Agreement and Note.

In addition, Developer shall submit not less than 30 days before any requested advance under the Note and Agreement the following documents:

- (c) identification of property to be acquired and rehabilitated, with attachments as follows:
 - (1) contract for purchase (HUD-owned properties) or CAPP award letter (CAPP buildings)
 - (2) work write-up in narrative form or plans and specifications
 - (3) three contractor's sworn statements
 - (4) total estimated project costs, including construction and soft costs, interest expense, selling costs and other carrying costs
 - (5) targeted selling price of property
 - (6) evidence of pre-qualified borrower to purchase property after rehab
 - (7) timeline for completion and sale of project
 - (8) title commitment and survey for property
 - (9) after rehab value appraisal supporting sales price.

3.02. Conditions for Initial Advance. Prior to the initial advance of Loan Pool funds, Developer shall provide the following documents in form satisfactory to CRN:

- (a) copy of executed contract with contractor
- (b) Owner's Sworn Statement
- (c) certificate signed by authorized officer of Developer dated the date of request for advance and stating that the representations, warranties and covenants contained in this Agreement are materially correct as of the date of the requested advance and that no event of default under this Agreement has occurred,
- (d) certificate signed by authorized officer of Developer dated the date of request for advance and stating that the funds advanced will be used only for acquisition and rehabilitation of the property for which the advance is requested,
- (e) clearance of all impediments to Developer's acquisition of clear title to proposed property,
- (f) evidence of builder's risk insurance for the contract amount, hazard insurance for the loan amount naming CRN as mortgage loss payee, and general liability insurance, protecting Developer,
- (g) executed Note (to be signed after determination with CRN as to amount and term of advance),
- (h) executed Mortgage, granting to CRN a secured interest in the property to be acquired and rehabilitated,
- (i) copy of building permit and signed copy of construction contract,
- (j) Construction Escrow Agreement to be established at Title Company.

TERMS OF LENDING

4.01. Advances. Advances requested by Developer will be submitted by CRN to HUD not more than three business days after Developer has provided to CRN all documentation required under Section 3 above, and which CRN has reasonably determined is complete and in proper form. Upon receipt of funds from HUD, CRN will disburse such funds to Developer or title company escrow, as applicable, within two (2) additional business days.

4.02. Interest and Repayment. Developer shall pay the interest accrued at maturity on the Note at the interest rate stated in the Note at maturity. Final payment of principal and accrued interest shall be due in accordance with the terms of the Note. Developer may prepay the Note in whole or in part at any time.

4.03. Inspections. Developer will permit access to the premises at reasonable times upon prior notice during the rehab work for CRN or its nominees to assess the quality of the work and to determine that the work can be completed in

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accordance with Developer's timetable. Developer will notify CRN prior to any construction draw request to enable CRN to inspect the property for compliance with the construction contract and the plans and specifications for rehabilitation of the property. In addition, CRN will inspect the work after the installation of mechanical and framing systems, but prior to the closure of any walls. Developer will notify CRN in writing when mechanical and framing systems will be completed.

4.04. Change Orders. Developer will not approve any change orders increasing the cost to the construction budget unless approved in writing by CRN.

4.05. Fees. Developer shall pay to CRN a servicing fee of one percent (1%) of the loan amount, payable at the time the loan is initially funded. Developer shall also reimburse CRN for all recording, title and search and other out-of-pocket fees, including reasonable attorney's fees, payable at the time the final advance is made.

CONDITIONS FOR RELEASE OF NOTE AND MORTGAGE

5.01. Compliance with HOPE 3 Regulations. Prior to the release of a Note and Mortgage extended under this program, Developer shall present evidence that it has complied with the requirements of the HOPE 3 program, including:

- (a) the homebuyer for the property has completed or is enrolled in a course in homeownership counseling;
- (b) the contract with homebuyer includes the HOPE 3 resale restrictions, which homeowner has approved and accepted;
- (c) the homebuyer has been properly qualified under income guidelines of the U.S. Department of Housing and Urban Development, and Developer has presented evidence of homebuyer's income qualifications;
- (d) homebuyer has signed the loan-based print disclosure statement;
- (e) the HOPE 3 resale restrictions have been recorded as a lien against the property in the form of a junior mortgage, as CRN shall describe.

5.02. HOPE 3 Resale Restrictions. Homebuyer and Developer shall include the following restrictions in the contract and closing documents for the property, as applicable:

- (a) Developer shall have the right of first refusal to purchase the property at the same price as that made by a bona fide purchaser; and
- (b) if the property is sold prior to six years of ownership by homebuyer, the distribution of sale proceeds shall be made as follows:

- (1) payment of outstanding mortgages and other recoverable grants or subsidies, evidenced as liens on the property
- (2) payment of closing costs
- (3) payment of homebuyer equity, consisting of:
 - (a) downpayment
 - (b) mortgage principal reduction
 - (c) value of improvements made by homebuyer, evidenced by receipts
 - (d) appreciation index, calculated by multiplying the increase in the Consumer Price Index for each year of ownership by the total of the homebuyer equity as defined above.
- (4) balance of proceeds to CRN for distribution pursuant to HOPE 3 regulations.

(c) After six years of homeownership, the above restrictions shall lapse, and the junior mortgage may be released.

5.03. Lease-Purchase Agreement. In the case of a Lease-Purchase Agreement between Developer and a prospective homebuyer, the final transfer of the property from Developer to the ownership of a qualified homebuyer must be completed not later than February 23, 1996.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER

6.01. Representations and Warranties. Developer represents and warrants as follows:

- (a) Developer is a non profit corporation duly incorporated and in good standing with the State of Illinois,
- (b) Developer has been duly authorized by its Board of Directors to participate in the Loan Pool, the execution and performance of the Agreement and the accompanying Note are within Developer's corporate powers and do not contravene Developer's charter or by-laws or any law or contractual restriction binding upon Developer,
- (c) no authorization, approval, other action by or notice to any governmental authority is required for the execution, delivery and performance by Developer under this Agreement,

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(d) the agreement is and the Note will be legal, valid and binding obligations of Developer enforceable against Developer in accordance with their terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditor rights,

(e) financial statements submitted by Developer fairly represent the financial condition of Developer on the date indicated and since the date of these financial statements there has been no material adverse change in such condition or operations,

(f) there is no pending or threatened litigation or other government action against Developer which may materially adversely affect its financial condition or performance under the Agreement.

6.02. Covenants of Developer. Developer will:

(a) materially comply with all applicable laws, rules, regulations and orders, such compliance to include without limitation, payment when due of all taxes, assessments and governmental charges imposed on Developer or Developer's property except to the extent contested in good faith,

(b) furnish to CRN such financial information or information about progress under this program as CRN may from time to time reasonably request,

(c) maintain its valid existence and its good standing as a not-for-profit corporation in the State of Illinois,

(d) pay all fees, costs, expenses and charges incurred by CRN in connection with this loan, as reflected in the closing settlement statement and comply with the terms of this agreement and the terms of all Notes and Mortgages executed by Developer, including the restriction on the use of loan proceeds,

(e) maintain all required insurance coverage as described in Section 3,

(f) allow CRN or its nominee access to Developer's books and records, relating to the property purchased or improved with HOPE 3 funds, at reasonable times and places, upon prior written notice.

EVENTS OF DEFAULT; LENDER'S REMEDIES

7.01. Events of Default. If any of the following conditions occur and are continuing:

(a) Developer fails to pay any portion of principal or interest on the Note when due and such failure remains unremedied for ten (10) days following notice,

(b) any representation made by Developer is found to be materially false,

(c) Developer fails to materially perform or observe the covenants or any other part of this Agreement, and such failure continues unremedied for more than thirty (30) days without good faith effort of Developer to cure,

(d) Developer additionally encumbers the premises financed through the Loan Pool without CRN's consent,

(e) Developer transfers the premises financed through the Loan Pool without CRN's consent,

(f) Developer admits in writing its inability to pay its debts, or a proceeding shall be instituted by or against Developer seeking to adjudicate it bankrupt or insolvent, or Developer's assets are placed under the control of a receiver, trustee or similar official, or a final judgment for payment of money in excess of \$10,000 is ordered against Developer which shall continue unsatisfied for 30 days,

then, CRN may by notice to Developer declare its obligation to make further advances under this Agreement terminated and declare the Note, all interest and other amounts payable under the Agreement to be immediately due and payable without presentment, demand protest or further notice of any kind, all of which are expressly waived by Developer.

7.02. Lender's Remedies. If CRN determines that an event of default has occurred as described above, it may exercise any or all of the remedies available to it at law or in equity, including but not limited to:

(a) declare all principal and interest immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are expressly waived by Developer.

(b) exercise all remedies provided in this Agreement or by law for the realization of security interests including foreclosure on the mortgage, or protection of CRN's rights by other judicial proceedings, including an award of specific performance, order for receivership or any equity relief;

(c) restructure the Note or any of its terms as CRN deems prudent;

(d) assume control of the property to complete the rehabilitation and sale in accordance with Developer's approved plans.

(e) No failure on the part of CRN to exercise and no delay in exercising any rights under the Agreement or Note shall operate as a waiver thereof; nor shall the exercise or partial exercise of any right preclude the right to exercise any other right. The remedies herein are cumulative and not exclusive of any other remedies provided by law.

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(e) No failure on the part of CRN to exercise and no delay in exercising any rights under the Agreement or Note shall operate as a waiver thereof; nor shall the exercise or partial exercise of any right preclude the right to exercise any other right. The remedies herein are cumulative and not exclusive of any other remedies provided by law.

MISCELLANEOUS PROVISIONS

8.01. No amendment or waiver of any provision of the Agreement or Note shall be effective unless made in writing and signed by CRN and Developer.

8.02. Notices. All notices and other communications provided for hereunder shall be made in writing and delivered to the following addresses:

Developer: Woodlawn East Community and Neighbors, inc.
1541 East 65th Street
Chicago, Illinois 60637
Attn: Executive Director

CRN: Chicago Rehab Network
53 W. Jackson Blvd.
Chicago, Illinois 60604
Attn: Loan Program Coordinator

Mailed notices shall be effective three business days after mailing; facsimile transmissions shall be effective upon a confirmation of a transmission receipt.

8.03. Binding Effect. The Agreement shall be binding upon and inure to the benefit of the Developer and CRN and their respective successors and assigns except that Developer shall not have the right to assign its rights hereunder without proper written consent of CRN. This Agreement and Note shall be governed by and construed in accordance with the laws of the State of Illinois.

8.04. Severability. If any portion of this Agreement shall for any reason be held to be illegal, invalid or unenforceable, such determination shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

8.05. Right to Trial by Jury. Developer and CRN each waive its right to trial by jury in the event any issue under this Agreement is litigated.

8.06. Loan Committee. Prior to any action by CRN with regard to this loan, the Board of Directors shall consult with the Loan Review Subcommittee for its recommendation. Notwithstanding the Loan Review Subcommittee's recommendation, final decision shall rest with the Board of Directors.

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

CHICAGO REHABILITATION
NETWORK

by: [Signature]
its: Interim Executive Director

WOODLAWN EAST COMMUNITY AND NEIGHBORS, INC.

Developer
by: [Signature]
its: Ex. Director

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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

On the _____ day of _____, 1995, before me personally _____ and _____ who being by me duly sworn, did depose and say that they are the _____ and _____ of Woodlawn East Community and Neighbors, Inc. the corporation described in and which executed the assignment on the reverse side hereof; that he has signed his name hereto by direction of the Board of Directors of said corporation for the uses and purposes set forth herein.

Notary Public

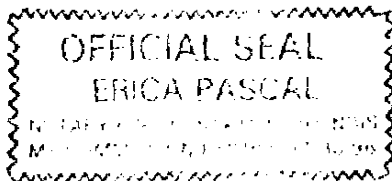
CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

On the 14 day of Nov., 1995, before me personally appeared Tulith H. Blass and _____ who being by me duly sworn, did depose and say that they are the Int. Sec. Dir. and _____ of Chicago Rehabilitation Network, the corporation described in and which executed the assignment on the reverse side hereof; that he has signed his name hereto by direction of the Board of Directors of said corporation for the uses and purposes set forth herein.

Notary Public



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