THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:
Illinois Housing Development
Authority
401 North Michigan Avenue
Suite 900
Chicago, Illinois 60611
Attn.: Lori Silver, Esq.

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(5)

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COOK COUNTY RECORDER

#### **EXTENDED USE AGREEMENT**

75.17.610 DE

This Extended Use Agreement ("Agreement") is entered into on the date set forth in the Project Summary below ("Project Summary") by and between the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate established pursuant to the Illinois Housing Development Act. 20 ILCS 3805/1 at seq. (1992), as amended and supplemented ("Act"), with its principal offices located at 101 North Michigan Avenue, Suite 900, Chicago, Illinois 60611 ("Authority"), and the fee owner CHICAGO TITLE AND TRUST COMPANY, not personally, but solely as Trustee under that contain land trust agreement dated May 5, 1995, and known as Trust Number 1101199 ("Fee Owner"), with its principal offices as referred to in the Project Summary and ANCHOR HOUSE, L.P., and illinois limited partnership ("Beneficiary") with its principal offices as referred to in the Project Summary ("Fee Owner" and "Beneficiary" are hereinafter collectively referred to as "Owner"). In consideration of the mutual promises set forth below and other good and valuable consideration, the Owner and Authority agree as follows:

#### **Project Summary**

Date:

Fee Owner - Legal Name:

Fee Owner - Principal Address: Beneficiary - Legal Name:

Beneficiary - Principal Address:

Project Name: Project Address:

IHDA No:

**Project Unit Count:** 

Minimum Low Income Election:

Compliance Period:

January 1, 1996

Chicago Title and Trust Company, nct personally, but as

Trustee under Trust Agreement dated the 5% day of May,

1995, and known as Trust No. 1101199

171 North Clark Street, Chicago, Illinois 60601

Anchor House, L.P., an Illinois limited partnership

c/o Woodlawn Community Development Corpcration, 6040

South Harper, Chicago, Illinois 60637

**Anchor House Apartments** 

1200 West 76th Street, Chicago, Illinois

016

115 Units

40% of Units at 60% of median income

Thirty (30) years

**BOX 333-CTI** 

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#### A. Recitals.

- 1. The Beneficiary is or will be the sole beneficiary of a land trust, which trust is or will be the fee owner of an Illinois housing development erected, or to be erected, on real estate with the common address set forth in the Project Summary, and legally described on Exhibit A, attached hereto and by this reference made a part hereof, known as Anchor House Apartments, Chicago, Illinois ("Project").
- 2. The Authority has been designated by law as the housing credit agency for the State of Illinois for the allocation of low-income housing tax credit dollars ("Tax Credit Dollars").
- 3. The Beneficiary has applied to the Authority for an allocation of Tax Credit Dollars in connection with the Project, and has represented to the Authority in its Low-Income Housing Tax Credit Application ("Application") that it will lease at least the percentage of units in the Project set forth in the Project Summary ("Low-Income Units") to individuals or families whose income is less than or equal to the percentage of the area median gross income (including adjustments for family size) set forth in the Project Summary, as determined in accordance with Section 42 of the Internal (Revenue Code of 1986, as amended ("Code"), and the regulations promulgated thereunder ("Regulations") (Section 42 of the Code is referred to herein as "Section 42").
- 4. As a condition plecedent to the allocation of Tax Credit Dollars, the Owner must enter into an extended low-income housing commitment, as provided in Section 42, to be recorded in the Office of the Recorder of Deads in the county in which the Project is located.

#### B. Representations and Warranties of Owner.

The Owner makes the following representations and warranties to induce the Authority to enter into this Agreement.

- (1) The Beneficiary (i) is a limited partnership downorganized under the laws of that state in which the partnership was formed, and is qualified to transact business under the laws of that state and the State of Illinois, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted and contemplated by this Agreement and (iii) has the full legal right, power and authority to execute and deliver this Agreement and to perform all the undertakings of the Beneficiary hereunder.
- (2) The execution and performance of this Agreement by the Owner (a) will not violate or, as applicable, have not violated, any provision of law, rule or regulation, or any order of any court or other agency or governmental body; (b) will not violate or, as applicable, have not violated, any provision of any indenture, agreement, mortgage, mortgage note or other instrument to which the Owner is a party or by which it or the Project is bound; and (c) will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.
- (3) The Fee Owner has, as of the date of execution and delivery of this Agreement, good and marketable title to the real estate legally described in Exhibit A.

- (4) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as contemplated by this Agreement), or would materially adversely affect its financial condition.
- (5) The Project constitutes or will constitute a qualified low-income building or qualified low-income project, as applicable, as defined in Section 42 and the Regulations (the "Qualified Low-Income Project").
- (6) Each unit in the Project contains, or will contain, complete facilities for living, sleeping, esting, cooking and sanitation, which are to be used on other than a transient basis (unless the Project qualifies as a single-room occupancy project or transitional housing for the homeless).
- (7) During the term of this Agreement, all Low-Income Units shall be leased and rented or made available to members of the general public who qualify as Qualifying Tenants, as defined in Section C Laiow (or otherwise qualify for occupancy of the Low-Income Units).
- (8) Upon completion of the rehabilitation or construction of the Project, and during the remainder of the term of this Agreement, the Owner represents, warrants and agrees that each Low-Income Unit will be and will remain suitable for occupancy.
- Upon the completion of the rehabilitation or construction of the Project, the Owner will not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any residential rental unit for any purpose other than rental housing during the term of this Agreement, upless required by law.
- (10) The Owner represents, warrants and agrees that if the Project, or any part of it, is damaged or destroyed or is condemned or acquired for public use, the Owner will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement
- (11) The Owner represents and warrants that it has not and vill not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in control herewith.

#### C. Occupancy Restrictions.

1. At least the percentage of residential units in the Project set forth in the Project Summary as rent-restricted shall be both rent-restricted and occupied (or treated as occupied, as provided herein) by individuals or families whose income is less than or equal to the percentage of area median gross income (including adjustments for family size) set forth in the Project Summary, as determined in accordance with Section 42 and the Regulations. Individuals or families meeting this requirement shall be referred to herein as a "Qualifying Tenant" or "Qualifying Tenants". The Owner shall make the determination of whether an individual or family

is a Qualifying Tenant at least annually on the basis of the current income of such Qualifying Tenant(s). Any unit occupied by an individual or family who is a Qualifying Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Qualifying Tenant; provided that should such Qualifying Tenant's income subsequently exceed one hundred forty percent (140%) of the applicable income limit, such tenant shall no longer be a Qualifying Tenant if, after such determination of income, but prior to the next determination, any residential unit of comparable or smaller size is rented to a tenant who is not a Qualifying Tenant. If a tenant ceases to be a Qualifying Tenant, the Owner shall take such steps as may be necessary to ensure that the Project meets the minimum occupancy restriction requirements for a Qualified Low-Income Project. The occupancy restrictions set forth in this Section C.1. are hereinafter referred to as "Occupancy Restrictions".

2. The Owner shall require each individual or family that is intended to be a Qualifying Tenan, to sign and deliver an income certification form prior to occupancy of a Low income Unit in the Project, and to sign and deliver such an income certification form at least annually so long as such individual or family remains a tenant in the Project. The Owner shall retain the income certification forms for all Qualifying Tenants for a period of five (5) years, or such other period as may be specified in Section 42 and/or the Regulations.

#### D. Term of Restrictions.

- 1. Compliance Period. Except as provided in Section D.2., D.3., and D.4. below, the term of the Occupancy Restrictions shall (i) commence on the day on which the first year of the "credit period" begins, as that term is defined in Section 42(f), and (ii) end on the later of the date which is the last day of the compliance period, as that term is defined in Section 42(i)(l), or the date set forth in the Project Summary (the "Compliance Period").
- 2. <u>Involuntary Non-Compliance</u>. This Agreement and the Occupancy Restrictions shall cease to apply in the event of an involuntary non-compliance caused by unforeseen events such as fire, seizure, requisition, a change in Federal law or an action of a Federal agency after the date of final allocation of Tax Credit Dollars to the Project that prevents the Authority from enforcing the requirements of this Agreement, or condemnation; provided that if insurance proceeds, condemnation awards or other amounts received as a result of such loss or destruction are used to restore the Project, the Occupancy Restrictions shall continue to apply.
- 3. <u>Foreclosure</u>. The Occupancy Restrictions shall cease to apply in the event of a foreclosure, transfer of title by deed-in-lieu of foreclosure or similar event, unless (a) at any time subsequent to such event, and during the period set forth in subsection 1 of this Section D, the Owner or a related person (as defined in the Code) obtains an ownership interest in the Project for Federal tax purposes, or (b) the Internal Revenue Service determines that such foreclosure, transfer of title by deed-in-lieu of foreclosure or similar event has occurred pursuant to an arrangement between the Owner and any lender(s), a purpose of which is to terminate the Occupancy Restrictions.
- 4. Extended Use Period. The Owner shall comply with the requirements of Section 42 and the Regulations for an additional fifteen (15) years after the end of the Compliance Period (the "Extended Use Period"). Such Extended Use Period for any building that is part of this Project shall, however, terminate either:

- (a) On the date the building is acquired by foreclosure or instrument in lieu of foreclosure, subject to the foreclosure exceptions in Section D.3. above; or
- (b) After the fourteenth (14th) year of the Compliance Period, on the last day of the one (1) year period beginning on the date the Owner submits a written request to the Authority to find a person to acquire the Owner's interest in the low-income portion of any building that is part of the Project, and the Authority is unable to present to the Owner a "qualified contract" (as defined in Section 42) for the acquisition of such low-income portion of the Project by any person or entity that will continue to operate such low-income portion of the Project as a Qualified Low-Income Project.

The rental requirements of Section 42 shall continue for a period of three (3) years in the event of a termination of the extended use requirement pursuant to the procedures specified in this Subsection D.4. During such three (3) year period, the Owner shall not evict, or terminate the tenancy of, an existing Qualifying Tenant of any Low-Income Unit other than for good cause, and shall not increase the gross rent above the maximum allowed under Section 42 with respect to such Low-Income Unit.

#### E. Records and Enforcement.

- 1. During normal business hours and upon reasonable notice, the Owner shall permit any duly authorized representative of the Authority to inspect all books and records of the Owner regarding the Project in connection with the Occurancy Restrictions.
- The Owner and the Authority each acknowledges that the primary purpose for requiring that the Owner comply with the Occupancy Restrictions is to assure that the Owner and the Project are in compliance with Section 42 and the Regulations, AND FOR THAT REASON THE OWNER, IN CONSIDERATION FOR RECEIVING TAX CREDIT DOLLARS FOR THE PROJECT, AGREES AND CONSENTS THAT THE AUTHORITY AND ANY QUALIFYING TENANT (WHETHER PROSPECTIVE, PRESENT OR FORMER), SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE OWNER OF ITS OBLIGATIONS UNDER THIS AGREEMENT IN A STATE COURT OF COMPETENT JURISDICTION. The Owner further specifically acknowledges that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.
- 3. The Owner agrees that the representations and covenants set forth in this Agreement may be relied upon by the Authority and all persons interested in the compliance of the Project with the provisions of Section 42 and the Regulations.
- 4. The Owner agrees that it will (i) take any and all actions reasonably necessary and required by the Authority to substantiate the Owner's compliance with the

Property of Cook County Clerk's Office

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Occupancy Restrictions (ii) allow the Authority to monitor such compliance, and (iii) pay a reasonable fee to the Authority for the monitoring activities performed by the Authority.

#### F. <u>Transfer Restrictions</u>.

The Owner agrees to notify the Authority in writing of any sale, transfer or exchange of the entire Project, or any low-income portion of the Project. The Owner agrees that it will cause or require, as a condition precedent to any conveyance, transfer, assignment or any other disposition of the Project prior to the termination of the rental restrictions and Occupancy Restrictions ("Transfer") that the transferee of the Project pursuant to the Transfer assume, in writing, in a form acceptable to the Authority, this Agreement and all duties and obligations of the Owner under this Agreement, Section 42 and the Regulations. The Owner shall have such assumption agreement recorded in the Office of the Recorder of Deeds in the county in which the Project is located and deliver a copy of such recorded assumption agreement, certified by the Recorder of Deeds, to the Authority prior to the Transfer. The Owner agrees that the Authority may void any sale, transfer or exchange of the Project if the buyer or successor or other person fails to assume in writing the requirements of this Agreement, Section 42 and the Regulations.

#### G. Tenant Selection.

The Owner shall not, in the pelection of qualifying tenants (as previously defined in Section C), in the provision of services or in any other matter relating to the construction, rehabilitation or operation of the Project, discriminate against any person on the basis of race, creed, religion, color, sex, age, handical, marital status, family status, national origin or unfavorable military discharge, or because the tenant is receiving governmental assistance, which includes, but is not limited to, vouchers or holders of certificates of eligibility under Section 8 of the United States Housing Act of 1937.

#### H. Covenants Run With the Land: Successor's Bound.

- 1. Upon execution of the Agreement by the Owner, the Owner shall cause this Agreement and all amendments hereto to be recorded and filed in the Office of the Recorder of Deeds of the county in which the Project is located, and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately trensmit to the Authority an executed original of the recorded Agreement showing the date and recording number of record. The Owner agrees that the Authority shall not be required to issue Internal Revenue Service Form 8609 for the building(s) constituting the Project, constituting final allocation of the Tax Credit Dollars, unless and until the Authority has received the recorded executed original of the Agreement.
- 2. The Owner intends, declares and covenants, on behalf of itself and all future Owners and operators of the Project during the term of this Agreement, that this Agreement and the covenants and restrictions set forth herein regulating and restricting the use, occupancy and transfer of the Project (i) shall be and are covenants running with the Project, encumbering the Project for the term of this Agreement, and binding upon the Owner's successors in title and all subsequent Owners and operators of the Project; (ii) are not merely personal covenants of the Owner; and (iii) shall bind the Owner (and the benefits shall inure to the Authority and any past, present or prospective Qualifying Tenant) and its respective successors and assigns during the

term of this Agreement. For the longer of the period the Tax Credit Dollars are claimed and the term of this Agreement, each and every contract, deed or other instrument hereafter executed conveying the Project, or portion of it, shall expressly provide that such conveyance is subject to this Agreement; provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Project, or portion of it, provides that such conveyance is subject to this Agreement.

#### Interpretation.

Any terms not defined in this Agreement shall have the same meaning as terms defined in Section 42 and the Regulations. In the event of any conflict between this Agreement and Section 42 and the Regulations, Section 42 and the Regulations shall control.

#### J. Amendment.

This Agreement may be amended only with the prior written approval of the Authority to reflect changes in the Act, Section 42 and/or the Regulations and any revenue ruling promulgated thereunder. The Owner expressly agrees to enter into all amendments to this Agreement that, in the opinion of counsel to the Authority, are reasonably necessary or desirable for maintaining the compliance of the Project under Section 42 and the Regulations.

#### K. Severability.

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

#### L. Notices.

Any notice, demand, request or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing (at the addresses set forth below) by any of the following means: (a) personal service, (b) registered or certified United States mail, postage prepaid, return receipt requested; or (c) c vernight courier.

Fee Owner:

Chicago Title and Trust Company

171 North Clark Street Chicago, Illinois 60601

Attn: Land Trust Department

Beneficiary:

c/o Woodlawn Community Development Corporation

6040 South Harper Chicago, Illinois 60637 Attention: Carole Millison

with a courtesy copy to:

Chicago Equity Fund
One East Superior Street

Suite 604

Chicago, Illinois 80611 Attention: Nick Shapiro

Authority:

Illinois Housing Development Authority

401 North Michigan Avenue

Suite 900

Chicago, Illinois 60611 Attn: Legal Department

Owner:

The address set forth in the Project Summary

Such audrasses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to subsection (a) hereof shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective upon deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective upon deposit with the United States Postal Service. In connection with the couriesy copy to Chicago Equity Fund, IHDA will exercise reasonable efforts to provide copies of any notices given to Owner; provided, however, that IHDA's failure to furnish copies of such notices shall not limit IHDA's exercise of any of its rights and remedies under the Loan Documents.

#### M. Governing Law.

This Agreement shall be governed by the internal have of the State of Illinois and, where applicable, the laws of the United States of America.

#### N. Project Decertification.

Notwithstanding anything in this Agreement to the contrary, if the Owner fails to comply fully with Section 42, the covenants and agreements contained better or with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of the Treasury, the Internal Revenus Service or the Authority, from time to time, pertaining to the obligations of the Owner, the Authority may, and in addition to all of the remedies provided by law or in equity, request the Internal Revenue Service to decertify the Project for Tax Credit Dollars and to immediately commence recapture of the Tax Credit Dollars previously allocated to the Project.

#### O. Survival of Obligations.

The obligations of the Owner as set forth herein and in the Application shall survive the allocation of the Tax Credit Dollars, and shall not be deemed to terminate or merge with the awarding of such allocation.

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## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the parties hereto have caused this Extended Use Agreement to be executed by their respective duly authorized representatives, as of the day and year set forth in the Project Summary.

**FEE OWNER:** 

By:	MPANY, stee, as ATORY URE
By: RACINE/ANCHOR CORPOR an Illinois corporation, is general partner  By: Rosa C. Scott  Printed Name: ROSA C. SCOTT  Title: SECKETHRY  IHDA:  By: RACINE/ANCHOR CORPOR an Illinois corporation, is general partner  By: Carrier Number	
By: RACINE/ANCHOR CORPOR an Illinois corporation, is general partner  By: Rosa C. Scott  Printed Name: ROSA C. SCOTT  Title: SECKETHRY  IHDA:  By: RACINE/ANCHOR CORPOR an Illinois corporation, is general partner  By: Carrier Number	
By: RACINE/ANCHOR CORPOR an Illinois corporation, is general partner  By: Rosa C. Scott  Printed Name: ROSA C. SCOTT  Title: SECKETHRY  IHDA:  By: RACINE/ANCHOR CORPOR an Illinois corporation, is general partner  By: Carrier Number	·····
By: RACINE/ANCHOR CORPOR an Illinois corporation, is general partner  By: Rosa C. Scott  Printed Name: ROSA C. SCOTT  Title: SECKETHRY  IHDA:  By: RACINE/ANCHOR CORPOR an Illinois corporation, is general partner  By: Carrier Number	
By: RACINE/ANCHOR CORPOR an Illinois corporation, is general partner  By: Rosa C. Scott  Printed Name: ROSA C. SCOTT  Title: SECKETHRY  IHDA:  By: RACINE/ANCHOR CORPOR an Illinois corporation, is general partner  By: Carrier Number	s limited
By: Tosa C, Scott  Printed Name: ROSA C, SCOTT  Title: SECRETARY  IHDA:  ILLINOIS HOUSING DEVELO AUTHORITY, a body poisic and cor	
By: Ash Hard	Mison
By: Ash Hand	
Printed Name:	n_
Title: DIRECTOR	

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## **UNOFFICIAL COPY**

EXECUTION WITH EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, TRUSTEE UNDER TRUST # 1101199 EXTENDED USE AGREEMENT ATTACHED TO THAT DATED January <u> TOWITH ILLINOIS HOUSING DEVELOPMENT AUTHORITY</u>

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warrantes, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers of affirmed upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the scid Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, The Chicago Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

February 14, 1996 DATE

CHICAGO TRUST COMP CORPORATE

**COUNTY OF COOK** 

The Chicago Trust Company. as Trustee aforesaid and not personally,

COUPE By: Assistant Vice P

Assistant Secretary

i, the undersigned, a Notary Public in, and for the County and State aforesaid, DO HEREFY CERTIFY, that the above named Assistant Vice Prevident and

Assistant Secretary of The Chicago Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant. Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

SS.

"Official seal" Marylou Estrada Notary Public, State of Illinois My Commission Expires 3/12/99

C WPWINDOWPDOCSFOALEXCULP LTR

14th Given under my hand and Notarial Seal this day February 1998.

STATE OF ILLINOIS )		
COUNTY OF COOK )		
I, the undersigned, a Notary Public in and forcertify that and and the President, and TRUST COMPANY, each of whom are personally names are subscribed to the foregoing instrument, acknowledged that they signed and delivered the as President and voluntary acc and deed and as the free and volunt uses and purposes therein set forth.	, personally known, respectively, of CHICAGO 1 known to me to be the same pers, appeared before me this day in paid instrument in their respective	to me to be <b>ITLE AND</b> foris whose person and capacities
Given untier my hand and official seal this	day of, 199	<b>_</b> •
My commission expires:	Notary Public	<del></del>
STATE OF HAMOIO		
STATE OF ILLINOIS ) SS		
STATE OF ILLINOIS ) SS COUNTY OF COOK )		
I, the undersigned, a Notary Public in and for certify that <u>Corole Millison</u> and <u>Rosci</u> to be the <u>the</u> President, a	or the County and State aforesaid	do hereby own to me
RACINE/ANCHOR CORPORATION, an illinois corp to me to be the same persons whose names a appeared before me this day in person and acknowle instrument in their respective capacities as, as their free and voluntary and deed of said corporation, and as the free and v L.P., an Illinois limited partnership, of which RAC general partner, for the uses and purposes therein	poration, each of whom are personate subscribed to the foregoing in edged that they signed and delivered fresident act and deed, as the free and voluntary act and deed of ANCHOS CINE/ANCHOR CORPORATION is	ally known nstrument, ed the said and of iuntary act HOUSE,
Given under my hand and official seal this &	20th day of Fab, 1996.	
	Diag H. Lall Notary Public	<del></del>
My commission expires:	HOLDIY FUDIK	

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"OFFICIAL SEAL"
TRACY G. POWELL
Notary Public, State of "linois
My Commission Expires Sept. 7, 1999

STATE OF ILLINOIS )
)SS
COUNTY OF COOK )

Parroning

Given under my hand and official seal this 21 day of TEBRURY 19

Notary Public

My commission expires: 47

"OFFICIAL SEAL"
ELLOISE MARIE KONOPASEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXIMES 6/10/97

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 33 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 AND 275.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 275.00 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 9.00 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AM ANGLE OF 150 DEGREES 00 MINUTES 00 SECONDS MEASURED FROM EAST TO SOUTHWEST FROM THE LAST DESCRIED PARALLEL LINE, A DISTANCE OF 48,00 FEET (TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 299.00 FEET SOUTH OF THE NORTH CAME OF THE SOUTHWEST 1/4 OF SAID SECTION 29); THENCE WEST ALONG THE LAST DESCRIPED PARALLEL LINE, A DISTANCE OF 127.43 FEET; THENCE NORTH ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 29, A DISTANCE OF 47.00 FEET; THENCE WEST ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 127.00 FEET; THENCE NORTH ALONG THE WEST LINE OF THE EAST 337.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 29, A DISTANCE OF 127 FEET TO A POINT ON A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 29; THENCE WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 173.81 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST 813.00 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH ALONG THE LAST DESCRIBED LINE 95.13 FEET, MORE OR LESS, TO A POINT ON A LINE DRAWN PARALLEL WITH THE NORTH CIME OF THE SOUTHWEST 1/4 OF SAID SECTION 29, (SAID POINT BEING 443.00 FEET NORTH CETHE SOUTH LINE OF THE NORTH 1/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, AS MEASURED ALONG THE EAST LINE OF THE WEST 33.00 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29); THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 150.11 FEET TO THE EAST LINE OF THE WEST 662.89 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH ALONG THE CAST LINE OF THE WEST 662.89 FEET OF EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29 A DISTANCE OF 369 FEFT TO THE NORTH LINE OF WEST 76TH STREET; THENCE EAST ALONG SAID NORTH LINE OF WEST 76TH STREET A DISTANCE OF 627.34 FEET TO THE WEST LINE OF THE EAST 33 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE NORTH ALONG THE WEST LINE OF THE EAST 33.00 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 29 (SAID LINE BEING THE WEST LINE OF SOUTH RACINE AVENUE), 314.27 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address:

1200 West 76th Street

Chicago, Illinois

Permanent Index No.: 20-29-303-015-0000