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Prepared by, and after recording
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MULTIFAMILY MORTGAGE,
ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT

(ILLINOIS)

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MULTIFAMILY PROPERTIES CONTAINING 5 OR 6
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MULTIFAMILY MORTGAGE,
ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT

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THIS MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the "**Instrument**") is made as of the 27 day of May, 1999, between RIVER OAKS PARTNERS, an Illinois general partnership organized and existing under the laws of Illinois, whose address is 77 W. Wacker Drive, #4400, Chicago, Illinois 60601, as mortgagor ("**Borrower**"), and GLASER FINANCIAL GROUP, INC., a corporation organized and existing under the laws of Minnesota, whose address is: 2550 University Avenue W, #310N, St. Paul, Minnesota 55114, as mortgagee ("**Lender**").

Borrower is indebted to Lender in the principal amount of \$(not applicable), as evidenced by Borrower's Multifamily Note payable to Lender, dated as of the date of this Instrument, and maturing on (not applicable).

TO SECURE TO LENDER the repayment of the Indebtedness, and all renewals, extensions and modifications of the Indebtedness, and the performance of the covenants and agreements of Borrower contained in the Loan Documents, Borrower mortgages, warrants, grants, conveys and assigns to Lender the Mortgaged Property, including the Land located in Cook County, State of Illinois and described in Exhibit A attached to this Instrument.

Borrower represents and warrants that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to mortgage, grant, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered. Borrower covenants that Borrower will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy issued to Lender contemporaneously with the execution and recordation of this Instrument and insuring Lender's interest in the Mortgaged Property.

Covenants. Borrower and Lender covenant and agree as follows:

1. **DEFINITIONS.** The following terms, when used in this Instrument (including when used in the above recitals), shall have the following meanings:

(a) "**Borrower**" means all persons or entities identified as "Borrower" in the first paragraph of this Instrument, together with their successors and assigns.

(b) "**Collateral Agreement**" means any separate agreement between Borrower and Lender for the purpose of establishing replacement reserves for the Mortgaged Property, establishing a fund to assure the completion of repairs or improvements specified in that

agreement, or assuring reduction of the outstanding principal balance of the indebtedness if the occupancy of or income from the Mortgaged Property does not increase to a level specified in that agreement, or any other agreement or agreements between Borrower and Lender which provide for the establishment of any other fund, reserve or account.

(c) **"Controlling Entity"** means an entity which owns, directly or indirectly through one or more intermediaries, (A) a general partnership interest or more than 50% of the limited partnership interests in Borrower (if Borrower is a partnership or joint venture), (B) a manager's interest in Borrower or more than 50% of the ownership or membership interests in Borrower (if Borrower is a limited liability company), or (C) more than 50% of any class of voting stock of Borrower (if Borrower is a corporation).

(d) **"Environmental Permit"** means any permit, license, or other authorization issued under any Hazardous Materials Law with respect to any activities or businesses conducted on or in relation to the Mortgaged Property.

(e) **"Event of Default"** means the occurrence of any event listed in Section 22.

(f) **"Fixtures"** means all property which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment.

(g) **"Governmental Authority"** means any board, commission, department or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Mortgaged Property or the use, operation or improvement of the Mortgaged Property.

(h) **"Hazardous Materials"** means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing

any substance; any substance the presence of which on the Mortgaged Property is prohibited by any federal, state or local authority; any substance that requires special handling; and any other material or substance now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "contaminant," or "pollutant" within the meaning of any Hazardous Materials Law.

(i) **"Hazardous Materials Laws"** means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future and including all amendments, that relate to Hazardous Materials and apply to Borrower or to the Mortgaged Property. Hazardous Materials Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, the Toxic Substance Control Act, 15 U.S.C. Section 2601, *et seq.*, the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, and their state analogs.

(j) **"Impositions"** and **"Imposition Deposits"** are defined in Section 7(a).

(k) **"Improvements"** means the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions.

(l) **"Indebtedness"** means the principal of, interest on, and all other amounts due at any time under, the Note, this Instrument or any other Loan Document, including prepayment premiums, late charges, default interest, and advances as provided in Section 12 to protect the security of this Instrument.

(m) **"Initial Owners"** means, with respect to Borrower or any other entity, the persons or entities who on the date of the Note own in the aggregate 100% of the ownership interests in Borrower or that entity.

(n) **"Land"** means the land described in Exhibit A.

(o) **"Leases"** means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals.

(p) **"Lender"** means the entity identified as "Lender" in the first paragraph of this Instrument, or any subsequent holder of the Note.

(q) **"Loan Documents"** means the Note, this Instrument, all guaranties, all indemnity agreements, all Collateral Agreements, O&M Programs, and any other documents now or in the future executed by Borrower, any guarantor or any other person in connection with the loan evidenced by the Note, as such documents may be amended from time to time.

(r) **"Loan Servicer"** means the entity that from time to time is designated by Lender to collect payments and deposits and receive notices under the Note, this Instrument and any other Loan Document, and otherwise to service the loan evidenced by the Note for the benefit of Lender. Unless Borrower receives notice to the contrary, the Loan Servicer is the entity identified as "Lender" in the first paragraph of this Instrument.

(s) **"Mortgaged Property"** means all of Borrower's present and future right, title and interest in and to all of the following:

- (1) the Land;
- (2) the Improvements;
- (3) the Fixtures;
- (4) the Personalty;
- (5) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- (6) all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement;
- (7) all awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the

Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

- (8) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
- (9) all proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;
- (10) all Rents and Leases;
- (11) all earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the loan secured by this Instrument and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
- (12) all Imposition Deposits;
- (13) all refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Instrument is dated);
- (14) all tenant security deposits which have not been forfeited by any tenant under any Lease; and
- (15) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.

(t) "Note" means the Multifamily Note described on page 1 of this Instrument, including all schedules, riders, allonges and addenda, as such Multifamily Note may be amended from time to time.

(u) "O&M Program" is defined in Section 18(a).

(v) "Personalty" means all furniture, furnishings, equipment, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic

form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land.

(w) **"Property Jurisdiction"** is defined in Section 30(a).

(x) **"Rents"** means all rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Mortgaged Property, whether now due, past due, or to become due, and deposits forfeited by tenants.

(y) **"Taxes"** means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements.

(z) **"Transfer"** means (A) a sale, assignment, transfer or other disposition (whether voluntary, involuntary or by operation of law); (B) the granting, creating or attachment of a lien, encumbrance or security interest (whether voluntary, involuntary or by operation of law); (C) the issuance or other creation of an ownership interest in a legal entity, including a partnership interest, interest in a limited liability company or corporate stock; (D) the withdrawal, retirement, removal or involuntary resignation of a partner in a partnership or a member or manager in a limited liability company; or (E) the merger, dissolution, liquidation, or consolidation of a legal entity or the reconstitution of one type of legal entity into another type of legal entity. "Transfer" does not include (i) a conveyance of the Mortgaged Property at a judicial or non-judicial foreclosure sale under this Instrument or (ii) the Mortgaged Property becoming part of a bankruptcy estate by operation of law under the United States Bankruptcy Code. For purposes of defining the term "Transfer," the term "partnership" shall mean a general partnership, a limited partnership, a joint venture and a limited liability partnership, and the term "partner" shall mean a general partner, a limited partner and a joint venturer.

2. **UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.** This Instrument is also a security agreement under the Uniform Commercial Code for any of the Mortgaged Property which, under applicable law, may be subject to a security interest under the Uniform Commercial Code, whether acquired now or in the future, and all products and cash and

non-cash proceeds thereof (collectively, "UCC Collateral"), and Borrower hereby grants to Lender a security interest in the UCC Collateral. Borrower shall execute and deliver to Lender, upon Lender's request, financing statements, continuation statements and amendments, in such form as Lender may require to perfect or continue the perfection of this security interest. Borrower shall pay all filing costs and all costs and expenses of any record searches for financing statements that Lender may require. Without the prior written consent of Lender, Borrower shall not create or permit to exist any other lien or security interest in any of the UCC Collateral. If an Event of Default has occurred and is continuing, Lender shall have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Instrument or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies. This Instrument constitutes a financing statement with respect to any part of the Mortgaged Property which is or may become a Fixture.

3. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

(a) As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all Rents. It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Borrower. Promptly upon request by Lender, Borrower agrees to execute and deliver such further assignments as Lender may from time to time require. Borrower and Lender intend this assignment of Rents to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of Rents, and for no other purpose, Rents shall not be deemed to be a part of the "Mortgaged Property" as that term is defined in Section 1(s). However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the Property Jurisdiction, then the Rents shall be included as a part of the Mortgaged Property and it is the intention of the Borrower that in this circumstance this Instrument create and perfect a lien on Rents in favor of Lender, which lien shall be effective as of the date of this Instrument.

(b) After the occurrence of an Event of Default, Borrower authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender. However, until the occurrence of an Event of Default, Lender hereby grants to Borrower a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender and to apply all Rents to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including Imposition Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities, Taxes and insurance premiums (to the extent not included in Imposition Deposits), tenant

improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing, the Rents remaining after application pursuant to the preceding sentence may be retained by Borrower free and clear of, and released from, Lender's rights with respect to Rents under this Instrument. From and after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, or by a receiver, Borrower's license to collect Rents shall automatically terminate and Lender shall without notice be entitled to all Rents as they become due and payable, including Rents then due and unpaid. Borrower shall pay to Lender upon demand all Rents to which Lender is entitled. At any time on or after the date of Lender's demand for Rents, Lender may give, and Borrower hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender, no tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Borrower any amounts which are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Borrower shall not interfere with and shall cooperate with Lender's collection of such Rents.

(c) Borrower represents and warrants to Lender that Borrower has not executed any prior assignment of Rents (other than an assignment of Rents securing indebtedness that will be paid off and discharged with the proceeds of the loan evidenced by the Note), that Borrower has not performed, and Borrower covenants and agrees that it will not perform, any acts and has not executed, and shall not execute, any instrument which would prevent Lender from exercising its rights under this Section 3, and that at the time of execution of this Instrument there has been no anticipation or prepayment of any Rents for more than two months prior to the due dates of such Rents. Borrower shall not collect or accept payment of any Rents more than two months prior to the due dates of such Rents.

(d) If an Event of Default has occurred and is continuing, Lender may, regardless of the adequacy of Lender's security or the solvency of Borrower and even in the absence of waste, enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts that Lender in its discretion determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents, the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, for the purposes of enforcing the assignment of Rents pursuant to Section 3(a), protecting the Mortgaged Property or the security of this Instrument, or for such other purposes as Lender in its discretion may deem necessary or desirable. Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Lender's security, without regard to Borrower's solvency and without the necessity of giving prior notice (oral or written) to Borrower, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in the preceding sentence. If Lender elects to seek the appointment of a receiver for the Mortgaged Property at

any time after an Event of Default has occurred and is continuing, Borrower, by its execution of this Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte* if permitted by applicable law. Lender or the receiver, as the case may be, shall be entitled to receive a reasonable fee for managing the Mortgaged Property. Immediately upon appointment of a receiver or immediately upon the Lender's entering upon and taking possession and control of the Mortgaged Property, Borrower shall surrender possession of the Mortgaged Property to Lender or the receiver, as the case may be, and shall deliver to Lender or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Mortgaged Property and all security deposits and prepaid Rents. In the event Lender takes possession and control of the Mortgaged Property, Lender may exclude Borrower and its representatives from the Mortgaged Property. Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred under this Section 3 shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements.

(e) If Lender enters the Mortgaged Property, Lender shall be liable to account only to Borrower and only for those Rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Mortgaged Property, by reason of any act or omission of Lender under this Section 3, and Borrower hereby releases and discharges Lender from any such liability to the fullest extent permitted by law.

(f) If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes shall become an additional part of the Indebtedness as provided in Section 12.

(g) Any entering upon and taking of control of the Mortgaged Property by Lender or the receiver, as the case may be, and any application of Rents as provided in this Instrument shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Instrument.

4. ASSIGNMENT OF LEASES; LEASES AFFECTING THE MORTGAGED PROPERTY.

(a) As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all of Borrower's right, title and interest in, to and under the Leases, including Borrower's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. It is the intention of Borrower to establish a present, absolute and irrevocable transfer and assignment to Lender of all of Borrower's right, title and interest in, to and under the Leases. Borrower and Lender intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment

of the Leases, and for no other purpose, the Leases shall not be deemed to be a part of the "Mortgaged Property" as that term is defined in Section 1(s). However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the Property Jurisdiction, then the Leases shall be included as a part of the Mortgaged Property and it is the intention of the Borrower that in this circumstance this Instrument create and perfect a lien on the Leases in favor of Lender, which lien shall be effective as of the date of this Instrument.

(b) Until Lender gives notice to Borrower of Lender's exercise of its rights under this Section 4, Borrower shall have all rights, power and authority granted to Borrower under any Lease (except as otherwise limited by this Section or any other provision of this Instrument), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, the permission given to Borrower pursuant to the preceding sentence to exercise all rights, power and authority under Leases shall automatically terminate. Borrower shall comply with and observe Borrower's obligations under all Leases, including Borrower's obligations pertaining to the maintenance and disposition of tenant security deposits.

(c) Borrower acknowledges and agrees that the exercise by Lender, either directly or by a receiver, of any of the rights conferred under this Section 4 shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and the Improvements. The acceptance by Lender of the assignment of the Leases pursuant to Section 4(a) shall not at any time or in any event obligate Lender to take any action under this Instrument or to expend any money or to incur any expenses. Lender shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Mortgaged Property. Prior to Lender's actual entry into and taking possession of the Mortgaged Property, Lender shall not (i) be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease); (ii) be obligated to appear in or defend any action or proceeding relating to the Lease or the Mortgaged Property; or (iii) be responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property. The execution of this Instrument by Borrower shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Borrower, prior to such actual entry and taking of possession.

(d) Upon delivery of notice by Lender to Borrower of Lender's exercise of Lender's rights under this Section 4 at any time after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, Lender immediately shall have all rights, powers and authority granted to Borrower under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

(e) Borrower shall, promptly upon Lender's request, deliver to Lender an executed copy of each residential Lease then in effect. All Leases for residential dwelling units shall be on forms approved by Lender, shall be for initial terms of at least six months and not more than two years, and shall not include options to purchase.

(f) Borrower shall not lease any portion of the Mortgaged Property for non-residential use except with the prior written consent of Lender and Lender's prior written approval of the Lease agreement. Borrower shall not modify the terms of, or extend or terminate, any Lease for non-residential use (including any Lease in existence on the date of this Instrument), without the prior written consent of Lender. Borrower shall, without request by Lender, deliver an executed copy of each non-residential Lease to Lender promptly after such Lease is signed. All non-residential Leases, including renewals or extensions of existing Leases, shall specifically provide that (1) such Leases are subordinate to the lien of this Instrument; (2) the tenant shall attorn to Lender and any purchaser at a foreclosure sale, such attornment to be self-executing and effective upon acquisition of title to the Mortgaged Property by any purchaser at a foreclosure sale or by Lender in any manner; (3) the tenant agrees to execute such further evidences of attornment as Lender or any purchaser at a foreclosure sale may from time to time request; (4) the Lease shall not be terminated by foreclosure or any other transfer of the Mortgaged Property; (5) after a foreclosure sale of the Mortgaged Property, Lender or any other purchaser at such foreclosure sale may, at Lender's or such purchaser's option, accept or terminate such Lease; and (6) the tenant shall, upon receipt after the occurrence of an Event of Default of a written request from Lender, pay all Rents payable under the Lease to Lender.

(g) Borrower shall not receive or accept Rent under any Lease (whether residential or non-residential) for more than two months in advance.

5. PAYMENT OF INDEBTEDNESS; PERFORMANCE UNDER LOAN DOCUMENTS; PREPAYMENT PREMIUM. Borrower shall pay the Indebtedness when due in accordance with the terms of the Note and the other Loan Documents and shall perform, observe and comply with all other provisions of the Note and the other Loan Documents. Borrower shall pay a prepayment premium in connection with certain prepayments of the Indebtedness, including a payment made after Lender's exercise of any right of acceleration of the Indebtedness, as provided in the Note.

6. EXCULPATION. Borrower's personal liability for payment of the Indebtedness and for performance of the other obligations to be performed by it under this Instrument is limited in the manner, and to the extent, provided in the Note.

7. DEPOSITS FOR TAXES, INSURANCE AND OTHER CHARGES.

(a) Borrower shall deposit with Lender on the day monthly installments of principal or interest, or both, are due under the Note (or on another day designated in writing by Lender), until the Indebtedness is paid in full, an additional amount sufficient to accumulate with Lender the entire sum required to pay, when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Mortgaged Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require under Section 19, (3) Taxes, and (4) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the Mortgaged Property, to prevent the imposition of liens on the Mortgaged Property, or otherwise to protect Lender's interests, all as reasonably estimated from time to time by Lender, plus one-sixth of such estimate. The amounts deposited under the preceding sentence are collectively referred to in this Instrument as the "**Imposition Deposits**". The obligations of Borrower for which the Imposition Deposits are required are collectively referred to in this Instrument as "**Impositions**". The amount of the Imposition Deposits shall be sufficient to enable Lender to pay each Imposition before the last date upon which such payment may be made without any penalty or interest charge being added. Lender shall maintain records indicating how much of the monthly Imposition Deposits and how much of the aggregate Imposition Deposits held by Lender are held for the purpose of paying Taxes, insurance premiums and each other obligation of Borrower for which Imposition Deposits are required. Any waiver by Lender of the requirement that Borrower remit Imposition Deposits to Lender may be revoked by Lender, in Lender's discretion, at any time upon notice to Borrower.

(b) Imposition Deposits shall be held in an institution (which may be Lender, if Lender is such an institution) whose deposits or accounts are insured or guaranteed by a federal agency. Lender shall not be obligated to open additional accounts or deposit Imposition Deposits in additional institutions when the amount of the Imposition Deposits exceeds the maximum amount of the federal deposit insurance or guaranty. Lender shall apply the Imposition Deposits to pay Impositions so long as no Event of Default has occurred and is continuing. Unless applicable law requires, Lender shall not be required to pay Borrower any interest, earnings or profits on the Imposition Deposits. Borrower hereby pledges and grants to Lender a security interest in the Imposition Deposits as additional security for all of Borrower's obligations under this Instrument and the other Loan Documents. Any amounts deposited with Lender under this Section 7 shall not be trust funds, nor shall they operate to reduce the Indebtedness, unless applied by Lender for that purpose under Section 7(e).

(c) If Lender receives a bill or invoice for an Imposition, Lender shall pay the Imposition from the Imposition Deposits held by Lender. Lender shall have no obligation to pay any Imposition to the extent it exceeds Imposition Deposits then held by Lender. Lender may pay an Imposition according to any bill, statement or estimate from the appropriate public office or insurance company without inquiring into the accuracy of the bill, statement or estimate or into the validity of the Imposition.

(d) If at any time the amount of the Imposition Deposits held by Lender for payment of a specific Imposition exceeds the amount reasonably deemed necessary by Lender plus one-sixth of such estimate, the excess shall be credited against future installments of Imposition Deposits. If at any time the amount of the Imposition Deposits held by Lender for payment of a specific Imposition is less than the amount reasonably estimated by Lender to be necessary plus one-sixth of such estimate, Borrower shall pay to Lender the amount of the deficiency within 15 days after notice from Lender.

(e) If an Event of Default has occurred and is continuing, Lender may apply any Imposition Deposits, in any amounts and in any order as Lender determines, in Lender's discretion, to pay any Impositions or as a credit against the Indebtedness. Upon payment in full of the Indebtedness, Lender shall refund to Borrower any Imposition Deposits held by Lender.

8. COLLATERAL AGREEMENTS. Borrower shall deposit with Lender such amounts as may be required by any Collateral Agreement and shall perform all other obligations of Borrower under each Collateral Agreement.

9. APPLICATION OF PAYMENTS. If at any time Lender receives, from Borrower or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, then Lender may apply that payment to amounts then due and payable in any manner and in any order determined by Lender, in Lender's discretion. Neither Lender's acceptance of an amount which is less than all amounts then due and payable nor Lender's application of such payment in the manner authorized shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction. Notwithstanding the application of any such amount to the Indebtedness, Borrower's obligations under this Instrument and the Note shall remain unchanged.

10. COMPLIANCE WITH LAWS. Borrower shall comply with all laws, ordinances, regulations and requirements of any Governmental Authority and all recorded lawful covenants and agreements relating to or affecting the Mortgaged Property, including all laws, ordinances, regulations, requirements and covenants pertaining to health and safety, construction of improvements on the Mortgaged Property, fair housing, zoning and land use, and Leases. Borrower also shall comply with all applicable laws that pertain to the maintenance and disposition of tenant security deposits. Borrower shall at all times maintain records sufficient to demonstrate compliance with the provisions of this Section 10. Borrower shall take appropriate measures to prevent, and shall not engage in or knowingly permit, any illegal activities at the Mortgaged Property that could endanger tenants or visitors, result in damage to the Mortgaged Property, result in forfeiture of the Mortgaged Property, or otherwise materially impair the lien created by this Instrument or Lender's interest in the Mortgaged Property. Borrower represents and warrants to Lender that no portion of the Mortgaged Property has been or will be purchased with the proceeds of any illegal activity.

11. **USE OF PROPERTY.** Unless required by applicable law, Borrower shall not (a) except for any change in use approved by Lender, allow changes in the use for which all or any part of the Mortgaged Property is being used at the time this Instrument was executed, (b) convert any individual dwelling units or common areas to commercial use, (c) initiate or acquiesce in a change in the zoning classification of the Mortgaged Property, or (d) establish any condominium or cooperative regime with respect to the Mortgaged Property.

12. **PROTECTION OF LENDER'S SECURITY.**

(a) If Borrower fails to perform any of its obligations under this Instrument or any other Loan Document, or if any action or proceeding is commenced which purports to affect the Mortgaged Property, Lender's security or Lender's rights under this Instrument, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Hazardous Materials Laws, fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such actions as Lender reasonably deems necessary to perform such obligations of Borrower and to protect Lender's interest, including (1) payment of fees and out of pocket expenses of attorneys, accountants, inspectors and consultants, (2) entry upon the Mortgaged Property to make repairs or secure the Mortgaged Property, (3) procurement of the insurance required by Section 19, and (4) payment of amounts which Borrower has failed to pay under Sections 15 and 17.

(b) Any amounts disbursed by Lender under this Section 12, or under any other provision of this Instrument that treats such disbursement as being made under this Section 12, shall be added to, and become part of, the principal component of the Indebtedness, shall be immediately due and payable and shall bear interest from the date of disbursement until paid at the "**Default Rate**", as defined in the Note.

(c) Nothing in this Section 12 shall require Lender to incur any expense or take any action.

13. **INSPECTION.** Lender, its agents, representatives, and designees may make or cause to be made entries upon and inspections of the Mortgaged Property (including environmental inspections and tests) during normal business hours, or at any other reasonable time.

14. **BOOKS AND RECORDS; FINANCIAL REPORTING.**

(a) Borrower shall keep and maintain at all times at the Mortgaged Property or the management agent's offices, and upon Lender's request shall make available at the Mortgaged Property, complete and accurate books of account and records (including copies of supporting

bills and invoices) adequate to reflect correctly the operation of the Mortgaged Property, and copies of all written contracts, Leases, and other instruments which affect the Mortgaged Property. The books, records, contracts, Leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender.

(b) Borrower shall furnish to Lender all of the following:

- (1) within 120 days after the end of each fiscal year of Borrower, a statement of income and expenses for Borrower's operation of the Mortgaged Property for that fiscal year, a statement of changes in financial position of Borrower relating to the Mortgaged Property for that fiscal year and, when requested by Lender, a balance sheet showing all assets and liabilities of Borrower relating to the Mortgaged Property as of the end of that fiscal year;
- (2) within 120 days after the end of each fiscal year of Borrower, and at any other time upon Lender's request, a rent schedule for the Mortgaged Property showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable for the current month, the date through which rent has been paid, and any related information requested by Lender;
- (3) within 120 days after the end of each fiscal year of Borrower, and at any other time upon Lender's request, an accounting of all security deposits held pursuant to all Leases, including the name of the institution (if any) and the names and identification numbers of the accounts (if any) in which such security deposits are held and the name of the person to contact at such financial institution, along with any authority or release necessary for Lender to access information regarding such accounts;
- (4) within 120 days after the end of each fiscal year of Borrower, and at any other time upon Lender's request, a statement that identifies all owners of any interest in Borrower and any Controlling Entity and the interest held by each, if Borrower or a Controlling Entity is a corporation, all officers and directors of Borrower and the Controlling Entity, and if Borrower or a Controlling Entity is a limited liability company, all managers who are not members;
- (5) upon Lender's request, quarterly income and expense statements for the Mortgaged Property;

- (6) upon Lender's request at any time when an Event of Default has occurred and is continuing, monthly income and expense statements for the Mortgaged Property;
- (7) upon Lender's request, a monthly property management report for the Mortgaged Property, showing the number of inquiries made and rental applications received from tenants or prospective tenants and deposits received from tenants and any other information requested by Lender; and
- (8) upon Lender's request, a balance sheet, a statement of income and expenses for Borrower and a statement of changes in financial position of Borrower for Borrower's most recent fiscal year.

(c) Each of the statements, schedules and reports required by Section 14(b) shall be certified to be complete and accurate by an individual having authority to bind Borrower, and shall be in such form and contain such detail as Lender may reasonably require. Lender also may require that any statements, schedules or reports be audited at Borrower's expense by independent certified public accountants acceptable to Lender.

(d) If Borrower fails to provide in a timely manner the statements, schedules and reports required by Section 14(b), Lender shall have the right to have Borrower's books and records audited, at Borrower's expense, by independent certified public accountants selected by Lender in order to obtain such statements, schedules and reports, and all related costs and expenses of Lender shall become immediately due and payable and shall become an additional part of the Indebtedness as provided in Section 12.

(e) If an Event of Default has occurred and is continuing, Borrower shall deliver to Lender upon written demand all books and records relating to the Mortgaged Property or its operation.

(f) Borrower authorizes Lender to obtain a credit report on Borrower at any time.

15. TAXES; OPERATING EXPENSES.

(a) Subject to the provisions of Section 15(c) and Section 15(d), Borrower shall pay, or cause to be paid, all Taxes when due and before the addition of any interest, fine, penalty or cost for nonpayment.

(b) Subject to the provisions of Section 15(c), Borrower shall pay the expenses of operating, managing, maintaining and repairing the Mortgaged Property (including insurance premiums, utilities, repairs and replacements) before the last date upon which each such payment may be made without any penalty or interest charge being added.

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(c) As long as no Event of Default exists and Borrower has timely delivered to Lender any bills or premium notices that it has received, Borrower shall not be obligated to pay Taxes, insurance premiums or any other individual Imposition to the extent that sufficient Imposition Deposits are held by Lender for the purpose of paying that specific Imposition. If an Event of Default exists, Lender may exercise any rights Lender may have with respect to Imposition Deposits without regard to whether Impositions are then due and payable. Lender shall have no liability to Borrower for failing to pay any Impositions to the extent that any Event of Default has occurred and is continuing, insufficient Imposition Deposits are held by Lender at the time an Imposition becomes due and payable or Borrower has failed to provide Lender with bills and premium notices as provided above.

(d) Borrower, at its own expense, may contest by appropriate legal proceedings, conducted diligently and in good faith, the amount or validity of any Imposition other than insurance premiums, if (1) Borrower notifies Lender of the commencement or expected commencement of such proceedings, (2) the Mortgaged Property is not in danger of being sold or forfeited, (3) Borrower deposits with Lender reserves sufficient to pay the contested Imposition, if requested by Lender, and (4) Borrower furnishes whatever additional security is required in the proceedings or is reasonably requested by Lender, which may include the delivery to Lender of the reserves established by Borrower to pay the contested Imposition.

(e) Borrower shall promptly deliver to Lender a copy of all notices of, and invoices for, Impositions, and if Borrower pays any Imposition directly, Borrower shall promptly furnish to Lender receipts evidencing such payments.

16. LIENS; ENCUMBRANCES. Borrower acknowledges that, to the extent provided in Section 21, the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance (a "Lien") on the Mortgaged Property (other than the lien of this Instrument) or on certain ownership interests in Borrower, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the lien of this Instrument, is a "Transfer" which constitutes an Event of Default and subjects Borrower to personal liability under the Note.

17. PRESERVATION, MANAGEMENT AND MAINTENANCE OF MORTGAGED PROPERTY. Borrower (a) shall not commit waste or permit impairment or deterioration of the Mortgaged Property, (b) shall not abandon the Mortgaged Property, (c) shall restore or repair promptly, in a good and workmanlike manner, any damaged part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, whether or not insurance proceeds or condemnation awards are available to cover any costs of such restoration or repair, (d) shall keep the Mortgaged Property in good repair, including the replacement of Personalty and Fixtures with items of equal or better function and quality, (e) shall provide for professional management of the Mortgaged Property

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by a residential rental property manager satisfactory to Lender under a contract approved by Lender in writing, and (f) shall give notice to Lender of and, unless otherwise directed in writing by Lender, shall appear in and defend any action or proceeding purporting to affect the Mortgaged Property, Lender's security or Lender's rights under this Instrument. Borrower shall not (and shall not permit any tenant or other person to) remove, demolish or alter the Mortgaged Property or any part of the Mortgaged Property except in connection with the replacement of tangible Personalty.

18. ENVIRONMENTAL HAZARDS.

(a) Except for matters covered by a written program of operations and maintenance approved in writing by Lender (an "O&M Program") or matters described in Section 18(b), Borrower shall not cause or permit any of the following:

- (1) the presence, use, generation, release, treatment, processing, storage (including storage in above ground and underground storage tanks), handling or disposal of any Hazardous Materials on or under the Mortgaged Property or any other property of Borrower that is adjacent to the Mortgaged Property;
- (2) the transportation of any Hazardous Materials to, from, or across the Mortgaged Property;
- (3) any occurrence or condition on the Mortgaged Property or any other property of Borrower that is adjacent to the Mortgaged Property, which occurrence or condition is or may be in violation of Hazardous Materials Laws; or
- (4) any violation of or noncompliance with the terms of any Environmental Permit with respect to the Mortgaged Property or any property of Borrower that is adjacent to the Mortgaged Property.

The matters described in clauses (1) through (4) above are referred to collectively in this Section 18 as "**Prohibited Activities or Conditions**".

(b) Prohibited Activities and Conditions shall not include the safe and lawful use and storage of quantities of (1) pre-packaged supplies, cleaning materials and petroleum products customarily used in the operation and maintenance of comparable multifamily properties, (2) cleaning materials, personal grooming items and other items sold in pre-packaged containers for consumer use and used by tenants and occupants of residential dwelling units in the Mortgaged Property; and (3) petroleum products used in the operation and maintenance of motor vehicles from time to time located on the Mortgaged Property's parking areas, so long as all of the

foregoing are used, stored, handled, transported and disposed of in compliance with Hazardous Materials Laws.

(c) Borrower shall take all commercially reasonable actions (including the inclusion of appropriate provisions in any Leases executed after the date of this Instrument) to prevent its employees, agents, and contractors, and all tenants and other occupants from causing or permitting any Prohibited Activities or Conditions. Borrower shall not lease or allow the sublease or use of all or any portion of the Mortgaged Property to any tenant or subtenant for nonresidential use by any user that, in the ordinary course of its business, would cause or permit any Prohibited Activity or Condition.

(d) If an O&M Program has been established with respect to Hazardous Materials, Borrower shall comply in a timely manner with, and cause all employees, agents, and contractors of Borrower and any other persons present on the Mortgaged Property to comply with the O&M Program. All costs of performance of Borrower's obligations under any O&M Program shall be paid by Borrower, and Lender's out-of-pocket costs incurred in connection with the monitoring and review of the O&M Program and Borrower's performance shall be paid by Borrower upon demand by Lender. Any such out-of-pocket costs of Lender which Borrower fails to pay promptly shall become an additional part of the Indebtedness as provided in Section 12.

(e) Borrower represents and warrants to Lender that, except as previously disclosed by Borrower to Lender in writing:

- (1) Borrower has not at any time engaged in, caused or permitted any Prohibited Activities or Conditions;
- (2) to the best of Borrower's knowledge after reasonable and diligent inquiry, no Prohibited Activities or Conditions exist or have existed;
- (3) except to the extent previously disclosed by Borrower to Lender in writing, the Mortgaged Property does not now contain any underground storage tanks, and, to the best of Borrower's knowledge after reasonable and diligent inquiry, the Mortgaged Property has not contained any underground storage tanks in the past. If there is an underground storage tank located on the Property which has been previously disclosed by Borrower to Lender in writing, that tank complies with all requirements of Hazardous Materials Laws;
- (4) Borrower has complied with all Hazardous Materials Laws, including all requirements for notification regarding releases of Hazardous Materials. Without limiting the generality of the foregoing, Borrower has obtained all Environmental Permits required for the operation of the Mortgaged

Property in accordance with Hazardous Materials Laws now in effect and all such Environmental Permits are in full force and effect;

- (5) no event has occurred with respect to the Mortgaged Property that constitutes, or with the passing of time or the giving of notice would constitute, noncompliance with the terms of any Environmental Permit;
- (6) there are no actions, suits, claims or proceedings pending or, to the best of Borrower's knowledge after reasonable and diligent inquiry, threatened that involve the Mortgaged Property and allege, arise out of, or relate to any Prohibited Activity or Condition; and
- (7) Borrower has not received any complaint, order, notice of violation or other communication from any Governmental Authority with regard to air emissions, water discharges, noise emissions or Hazardous Materials, or any other environmental, health or safety matters affecting the Mortgaged Property or any other property of Borrower that is adjacent to the Mortgaged Property.

The representations and warranties in this Section 18 shall be continuing representations and warranties that shall be deemed to be made by Borrower throughout the term of the loan evidenced by the Note, until the Indebtedness has been paid in full.

(f) Borrower shall promptly notify Lender in writing upon the occurrence of any of the following events:

- (1) Borrower's discovery of any Prohibited Activity or Condition;
- (2) Borrower's receipt of or knowledge of any complaint, order, notice of violation or other communication from any Governmental Authority or other person with regard to present or future alleged Prohibited Activities or Conditions or any other environmental, health or safety matters affecting the Mortgaged Property or any other property of Borrower that is adjacent to the Mortgaged Property; and
- (3) any representation or warranty in this Section 18 becomes untrue after the date of this Agreement.

Any such notice given by Borrower shall not relieve Borrower of, or result in a waiver of, any obligation under this Instrument, the Note, or any other Loan Document.

(g) Borrower shall pay promptly the costs of any environmental inspections, tests or audits ("**Environmental Inspections**") required by Lender in connection with any foreclosure or deed in lieu of foreclosure, or as a condition of Lender's consent to any Transfer under Section 21, or required by Lender following a reasonable determination by Lender that Prohibited Activities or Conditions may exist. Any such costs incurred by Lender (including the fees and out-of-pocket costs of attorneys and technical consultants whether incurred in connection with any judicial or administrative process or otherwise) which Borrower fails to pay promptly shall become an additional part of the Indebtedness as provided in Section 12. The results of all Environmental Inspections made by Lender shall at all times remain the property of Lender and Lender shall have no obligation to disclose or otherwise make available to Borrower or any other party such results or any other information obtained by Lender in connection with its Environmental Inspections. Lender hereby reserves the right, and Borrower hereby expressly authorizes Lender, to make available to any party, including any prospective bidder at a foreclosure sale of the Mortgaged Property, the results of any Environmental Inspections made by Lender with respect to the Mortgaged Property. Borrower consents to Lender notifying any party (either as part of a notice of sale or otherwise) of the results of any of Lender's Environmental Inspections. Borrower acknowledges that Lender cannot control or otherwise assure the truthfulness or accuracy of the results of any of its Environmental Inspections and that the release of such results to prospective bidders at a foreclosure sale of the Mortgaged Property may have a material and adverse effect upon the amount which a party may bid at such sale. Borrower agrees that Lender shall have no liability whatsoever as a result of delivering the results of any of its Environmental Inspections to any third party, and Borrower hereby releases and forever discharges Lender from any and all claims, damages, or causes of action, arising out of, connected with or incidental to the results of, the delivery of any of Lender's Environmental Inspections.

(h) If any investigation, site monitoring, containment, clean-up, restoration or other remedial work ("**Remedial Work**") is necessary to comply with any Hazardous Materials Law or order of any Governmental Authority that has or acquires jurisdiction over the Mortgaged Property or the use, operation or improvement of the Mortgaged Property under any Hazardous Materials Law, Borrower shall, by the earlier of (1) the applicable deadline required by Hazardous Materials Law or (2) 30 days after notice from Lender demanding such action, begin performing the Remedial Work, and thereafter diligently prosecute it to completion, and shall in any event complete the work by the time required by applicable Hazardous Materials Law. If Borrower fails to begin on a timely basis or diligently prosecute any required Remedial Work, Lender may, at its option, cause the Remedial Work to be completed, in which case Borrower shall reimburse Lender on demand for the cost of doing so. Any reimbursement due from Borrower to Lender shall become part of the Indebtedness as provided in Section 12.

(i) Borrower shall cooperate with any inquiry by any Governmental Authority and shall comply with any governmental or judicial order which arises from any alleged Prohibited Activity or Condition.

(j) Borrower shall indemnify, hold harmless and defend (i) Lender, (ii) any prior owner or holder of the Note, (iii) the Loan Servicer, (iv) any prior Loan Servicer, (v) the officers, directors, shareholders, partners, employees and trustees of any of the foregoing, and (vi) the heirs, legal representatives, successors and assigns of each of the foregoing (collectively, the "Indemnitees") from and against all proceedings, claims, damages, penalties and costs (whether initiated or sought by Governmental Authorities or private parties), including fees and out of pocket expenses of attorneys and expert witnesses, investigatory fees, and remediation costs, whether incurred in connection with any judicial or administrative process or otherwise, arising directly or indirectly from any of the following:

- (1) any breach of any representation or warranty of Borrower in this Section 18;
- (2) any failure by Borrower to perform any of its obligations under this Section 18;
- (3) the existence or alleged existence of any Prohibited Activity or Condition;
- (4) the presence or alleged presence of Hazardous Materials on or under the Mortgaged Property or any property of Borrower that is adjacent to the Mortgaged Property; and
- (5) the actual or alleged violation of any Hazardous Materials Law.

(k) Counsel selected by Borrower to defend Indemnitees shall be subject to the approval of those Indemnitees. However, any Indemnitee may elect to defend any claim or legal or administrative proceeding at the Borrower's expense.

(l) Borrower shall not, without the prior written consent of those Indemnitees who are named as parties to a claim or legal or administrative proceeding (a "Claim"), settle or compromise the Claim if the settlement (1) results in the entry of any judgment that does not include as an unconditional term the delivery by the claimant or plaintiff to Lender of a written release of those Indemnitees, satisfactory in form and substance to Lender; or (2) may materially and adversely affect Lender, as determined by Lender in its discretion.

(m) Borrower's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following, or by any failure of Borrower or any guarantor to receive notice of or consideration for any of the following:

- (1) any amendment or modification of any Loan Document;

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- (2) any extensions of time for performance required by any Loan Document;
 - (3) any provision in any of the Loan Documents limiting Lender's recourse to property securing the Indebtedness, or limiting the personal liability of Borrower or any other party for payment of all or any part of the Indebtedness;
 - (4) the accuracy or inaccuracy of any representations and warranties made by Borrower under this Instrument or any other Loan Document;
 - (5) the release of Borrower or any other person, by Lender or by operation of law, from performance of any obligation under any Loan Document;
 - (6) the release or substitution in whole or in part of any security for the Indebtedness; and
 - (7) Lender's failure to properly perfect any lien or security interest given as security for the Indebtedness.
- (n) Borrower shall, at its own cost and expense, do all of the following:
- (1) pay or satisfy any judgment or decree that may be entered against any Indemnitee or Indemnitees in any legal or administrative proceeding incident to any matters against which Indemnitees are entitled to be indemnified under this Section 18;
 - (2) reimburse Indemnitees for any expenses paid or incurred in connection with any matters against which Indemnitees are entitled to be indemnified under this Section 18; and
 - (3) reimburse Indemnitees for any and all expenses, including fees and out of pocket expenses of attorneys and expert witnesses, paid or incurred in connection with the enforcement by Indemnitees of their rights under this Section 18, or in monitoring and participating in any legal or administrative proceeding.

(o) In any circumstances in which the indemnity under this Section 18 applies, Lender may employ its own legal counsel and consultants to prosecute, defend or negotiate any claim or legal or administrative proceeding and Lender, with the prior written consent of Borrower (which shall not be unreasonably withheld, delayed or conditioned) may settle or compromise any action or legal or administrative proceeding. Borrower shall reimburse Lender upon demand for all costs and expenses incurred by Lender, including all costs of settlements

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entered into in good faith, and the fees and out of pocket expenses of such attorneys and consultants.

(p) The provisions of this Section 18 shall be in addition to any and all other obligations and liabilities that Borrower may have under applicable law or under other Loan Documents, and each Indemnitee shall be entitled to indemnification under this Section 18 without regard to whether Lender or that Indemnitee has exercised any rights against the Mortgaged Property or any other security, pursued any rights against any guarantor, or pursued any other rights available under the Loan Documents or applicable law. If Borrower consists of more than one person or entity, the obligation of those persons or entities to indemnify the Indemnitees under this Section 18 shall be joint and several. The obligation of Borrower to indemnify the Indemnitees under this Section 18 shall survive any repayment or discharge of the Indebtedness, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of this Instrument.

19. PROPERTY AND LIABILITY INSURANCE.

(a) Borrower shall keep the Improvements insured at all times against such hazards as Lender may from time to time require, which insurance shall include but not be limited to coverage against loss by fire and allied perils, general boiler and machinery coverage, and business income coverage. Lender's insurance requirements may change from time to time throughout the term of the Indebtedness. If Lender so requires, such insurance shall also include sinkhole insurance, mine subsidence insurance, earthquake insurance, and, if the Mortgaged Property does not conform to applicable zoning or land use laws, building ordinance or law coverage. If any of the Improvements is located in an area identified by the Federal Emergency Management Agency (or any successor to that agency) as an area having special flood hazards, and if flood insurance is available in that area, Borrower shall insure such Improvements against loss by flood.

(b) All premiums on insurance policies required under Section 19(a) shall be paid in the manner provided in Section 7, unless Lender has designated in writing another method of payment. All such policies shall also be in a form approved by Lender. All policies of property damage insurance shall include a non-contributing, non-reporting mortgage clause in favor of, and in a form approved by, Lender. Lender shall have the right to hold the original policies or duplicate original policies of all insurance required by Section 19(a). Borrower shall promptly deliver to Lender a copy of all renewal and other notices received by Borrower with respect to the policies and all receipts for paid premiums. At least 30 days prior to the expiration date of a policy, Borrower shall deliver to Lender the original (or a duplicate original) of a renewal policy in form satisfactory to Lender.

(c) Borrower shall maintain at all times commercial general liability insurance, workers' compensation insurance and such other liability, errors and omissions and fidelity insurance coverages as Lender may from time to time require.

(d) All insurance policies and renewals of insurance policies required by this Section 19 shall be in such amounts and for such periods as Lender may from time to time require, and shall be issued by insurance companies satisfactory to Lender.

(e) Borrower shall comply with all insurance requirements and shall not permit any condition to exist on the Mortgaged Property that would invalidate any part of any insurance coverage that this Instrument requires Borrower to maintain.

(f) In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and appoints Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claims under policies of property damage insurance, to appear in and prosecute any action arising from such property damage insurance policies, to collect and receive the proceeds of property damage insurance, and to deduct from such proceeds Lender's expenses incurred in the collection of such proceeds. This power of attorney is coupled with an interest and therefore is irrevocable. However, nothing contained in this Section 19 shall require Lender to incur any expense or take any action. Lender may, at Lender's option, (1) hold the balance of such proceeds to be used to reimburse Borrower for the cost of restoring and repairing the Mortgaged Property to the equivalent of its original condition or to a condition approved by Lender (the "**Restoration**"), or (2) apply the balance of such proceeds to the payment of the Indebtedness, whether or not then due. To the extent Lender determines to apply insurance proceeds to Restoration, Lender shall do so in accordance with Lender's then-current policies relating to the restoration of casualty damage on similar multifamily properties.

(g) Lender shall not exercise its option to apply insurance proceeds to the payment of the Indebtedness if all of the following conditions are met: (1) no Event of Default (or any event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default) has occurred and is continuing; (2) Lender determines, in its discretion, that there will be sufficient funds to complete the Restoration; (3) Lender determines, in its discretion, that the rental income from the Mortgaged Property after completion of the Restoration will be sufficient to meet all operating costs and other expenses, Imposition Deposits, deposits to reserves and loan repayment obligations relating to the Mortgaged Property; and (4) Lender determines, in its discretion, that the Restoration will be completed before the earlier of (A) one year before the maturity date of the Note or (B) one year after the date of the loss or casualty.

(h) If the Mortgaged Property is sold at a foreclosure sale or Lender acquires title to the Mortgaged Property, Lender shall automatically succeed to all rights of Borrower in and to

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any insurance policies and unearned insurance premiums and in and to the proceeds resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

20. CONDEMNATION.

(a) Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect (a "Condemnation"). Borrower shall appear in and prosecute or defend any action or proceeding relating to any Condemnation unless otherwise directed by Lender in writing. Borrower authorizes and appoints Lender as attorney-in-fact for Borrower to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any Condemnation and to settle or compromise any claim in connection with any Condemnation. This power of attorney is coupled with an interest and therefore is irrevocable. However, nothing contained in this Section 20 shall require Lender to incur any expense or take any action. Borrower hereby transfers and assigns to Lender all right, title and interest of Borrower in and to any award or payment with respect to (i) any Condemnation, or any conveyance in lieu of Condemnation, and (ii) any damage to the Mortgaged Property caused by governmental action that does not result in a Condemnation.

(b) Lender may apply such awards or proceeds, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to the restoration or repair of the Mortgaged Property or to the payment of the Indebtedness, with the balance, if any, to Borrower. Unless Lender otherwise agrees in writing, any application of any awards or proceeds to the Indebtedness shall not extend or postpone the due date of any monthly installments referred to in the Note, Section 7 of this Instrument or any Collateral Agreement, or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards or proceeds as Lender may require.

21. TRANSFERS OF THE MORTGAGED PROPERTY OR INTERESTS IN BORROWER. [RIGHT TO UNLIMITED TRANSFERS WITH LENDER APPROVAL]

(a) The occurrence of any of the following events shall constitute an Event of Default under this Instrument:

- (1) a Transfer of all or any part of the Mortgaged Property or any interest in the Mortgaged Property;
- (2) if Borrower is a limited partnership, a Transfer of (A) any general partnership interest, or (B) limited partnership interests in Borrower that would cause the Initial Owners of Borrower to own less than 51% of all limited partnership interests in Borrower;

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- (3) if Borrower is a general partnership or a joint venture, a Transfer of any general partnership or joint venture interest in Borrower;
- (4) if Borrower is a limited liability company, a Transfer of (A) any membership interest in Borrower which would cause the Initial Owners to own less than 51% of all the membership interests in Borrower, or (B) any membership or other interest of a manager in Borrower;
- (5) if Borrower is a corporation, (A) the Transfer of any voting stock in Borrower which would cause the Initial Owners to own less than 51% of any class of voting stock in Borrower or (B) if the outstanding voting stock in Borrower is held by 100 or more shareholders, one or more transfers by a single transferor within a 12-month period affecting an aggregate of 5% or more of that stock;
- (6) if Borrower is a trust, (A) a Transfer of any beneficial interest in Borrower which would cause the Initial Owners to own less than 51% of all the beneficial interests in Borrower, or (B) the termination or revocation of the trust, or (C) the removal, appointment or substitution of a trustee of Borrower; and
- (7) a Transfer of any interest in a Controlling Entity which, if such Controlling Entity were Borrower, would result in an Event of Default under any of Sections 21(a)(1) through (6) above.

Lender shall not be required to demonstrate any actual impairment of its security or any increased risk of default in order to exercise any of its remedies with respect to an Event of Default under this Section 21.

(b) The occurrence of any of the following events shall not constitute an Event of Default under this Instrument, notwithstanding any provision of Section 21(a) to the contrary:

- (1) a Transfer to which Lender has consented;
- (2) a Transfer that occurs by devise, descent, or by operation of law upon the death of a natural person;
- (3) the grant of a leasehold interest in an individual dwelling unit for a term of two years or less not containing an option to purchase;

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- (4) a Transfer of obsolete or worn out Personalty or Fixtures that are contemporaneously replaced by items of equal or better function and quality, which are free of liens, encumbrances and security interests other than those created by the Loan Documents or consented to by Lender;
- (5) the grant of an easement, if before the grant Lender determines that the easement will not materially affect the operation or value of the Mortgaged Property or Lender's interest in the Mortgaged Property, and Borrower pays to Lender, upon demand, all costs and expenses incurred by Lender in connection with reviewing Borrower's request; and
- (6) the creation of a mechanic's, materialman's, or judgment lien against the Mortgaged Property which is released of record or otherwise remedied to Lender's satisfaction within 30 days of the date of creation.

(c) Lender shall consent, without any adjustment to the rate at which the Indebtedness secured by this Instrument bears interest or to any other economic terms of the Indebtedness, to a Transfer that would otherwise violate this Section 21 if, prior to the Transfer, Borrower has satisfied each of the following requirements:

- (1) the submission to Lender of all information required by Lender to make the determination required by this Section 21(c);
- (2) the absence of any Event of Default;
- (3) the transferee meets all of the eligibility, credit, management and other standards (including but not limited to any standards with respect to previous relationships between Lender and the transferee and the organization of the transferee) customarily applied by Lender at the time of the proposed Transfer to the approval of borrowers in connection with the origination or purchase of similar mortgages on multifamily properties;
- (4) the Mortgaged Property, at the time of the proposed Transfer, meets all standards as to its physical condition that are customarily applied by Lender at the time of the proposed Transfer to the approval of properties in connection with the origination or purchase of similar mortgages on multifamily properties;
- (5) in the case of a Transfer of all or any part of the Mortgaged Property, (A) the execution by the transferee of an assumption agreement that is acceptable to Lender and that, among other things, requires the transferee to perform all obligations of Borrower set forth in the Note, this

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Instrument and any other Loan Documents, and may require that the transferee comply with any provisions of this Instrument or any other Loan Document which previously may have been waived by Lender, and (B) if a guaranty has been executed and delivered in connection with the Note, this Instrument or any of the other Loan Documents, the transferee causes one or more individuals or entities acceptable to Lender to execute and deliver to Lender a guaranty in a form acceptable to Lender;

- (6) in the case of a Transfer of any interest in a Controlling Entity, if a guaranty has been executed and delivered in connection with the Note, this Instrument or any of the other Loan Documents, the Borrower causes one or more individuals or entities acceptable to Lender to execute and deliver to Lender a guaranty in a form acceptable to Lender; and
- (7) Lender's receipt of all of the following:
- (A) a review fee in the amount of \$2,000.00;
 - (B) a transfer fee in an amount equal to 1% of the unpaid principal balance of the Indebtedness immediately before the applicable Transfer; and
 - (C) the amount of Lender's out-of-pocket costs (including reasonable attorneys' fees) incurred in reviewing the Transfer request.

22. EVENTS OF DEFAULT. The occurrence of any one or more of the following shall constitute an Event of Default under this Instrument:

- (a) any failure by Borrower to pay or deposit when due any amount required by the Note, this Instrument or any other Loan Document;
- (b) any failure by Borrower to maintain the insurance coverage required by Section 19;
- (c) any failure by Borrower to comply with the provisions of Section 33;
- (d) fraud or material misrepresentation or material omission by Borrower, any of its officers, directors, trustees, general partners or managers or any guarantor in connection with (A) the application for or creation of the Indebtedness, (B) any financial statement, rent roll, or other report or information provided to Lender during the term of the Indebtedness, or (C) any request for Lender's consent to any proposed action, including a request for disbursement of funds under any Collateral Agreement;

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(e) any Event of Default under Section 21;

(f) the commencement of a forfeiture action or proceeding, whether civil or criminal, which, in Lender's reasonable judgment, could result in a forfeiture of the Mortgaged Property or otherwise materially impair the lien created by this Instrument or Lender's interest in the Mortgaged Property;

(g) any failure by Borrower to perform any of its obligations under this Instrument (other than those specified in Sections 22(a) through (f)), as and when required, which continues for a period of 30 days after notice of such failure by Lender to Borrower. However, no such notice or grace period shall apply in the case of any such failure which could, in Lender's judgment, absent immediate exercise by Lender of a right or remedy under this Instrument, result in harm to Lender, impairment of the Note or this Instrument or any other security given under any other Loan Document;

(h) any failure by Borrower to perform any of its obligations as and when required under any Loan Document other than this Instrument which continues beyond the applicable cure period, if any, specified in that Loan Document;

(i) any exercise by the holder of any debt instrument secured by a mortgage, deed of trust or deed to secure debt on the Mortgaged Property of a right to declare all amounts due under that debt instrument immediately due and payable; and

(j) Borrower voluntarily files for bankruptcy protection under the United States Bankruptcy Code or voluntarily becomes subject to any reorganization, receivership, insolvency proceeding or other similar proceeding pursuant to any other federal or state law affecting debtor and creditor rights, or an involuntary case is commenced against Borrower by any creditor (other than Lender) of Borrower pursuant to the United States Bankruptcy Code or other federal or state law affecting debtor and creditor rights and is not dismissed or discharged within 60 days after filing.

23. REMEDIES CUMULATIVE. Each right and remedy provided in this Instrument is distinct from all other rights or remedies under this Instrument or any other Loan Document or afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order.

24. FORBEARANCE.

(a) Lender may (but shall not be obligated to) agree with Borrower, from time to time, and without giving notice to, or obtaining the consent of, or having any effect upon the obligations of, any guarantor or other third party obligor, to take any of the following actions:

extend the time for payment of all or any part of the Indebtedness; reduce the payments due under this Instrument, the Note, or any other Loan Document; release anyone liable for the payment of any amounts under this Instrument, the Note, or any other Loan Document; accept a renewal of the Note; modify the terms and time of payment of the Indebtedness; join in any extension or subordination agreement; release any Mortgaged Property; take or release other or additional security; modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable under the Note; and otherwise modify this Instrument, the Note, or any other Loan Document.

(b) Any forbearance by Lender in exercising any right or remedy under the Note, this Instrument, or any other Loan Document or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of all or any part of the Indebtedness after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments on account of the Indebtedness or to exercise any remedies for any failure to make prompt payment. Enforcement by Lender of any security for the Indebtedness shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right available to Lender. Lender's receipt of any awards or proceeds under Sections 19 and 20 shall not operate to cure or waive any Event of Default.

25. LOAN CHARGES. If any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in any Loan Document, whether considered separately or together with other charges levied in connection with any other Loan Document, violates that law, and Borrower is entitled to the benefit of that law, that charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to Lender in excess of the permitted amounts shall be applied by Lender to reduce the principal of the Indebtedness. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which constitutes interest, as well as all other charges levied in connection with the Indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of the Note.

26. WAIVER OF STATUTE OF LIMITATIONS. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce any Loan Document.

27. WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided in this Instrument, the Note, any other Loan Document or

applicable law. Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrower and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this Instrument waives any and all right to require the marshalling of assets or to require that any of the Mortgaged Property be sold in the inverse order of alienation or that any of the Mortgaged Property be sold in parcels or as an entirety in connection with the exercise of any of the remedies permitted by applicable law or provided in this Instrument.

28. FURTHER ASSURANCES. Borrower shall execute, acknowledge, and deliver, at its sole cost and expense, all further acts, deeds, conveyances, assignments, estoppel certificates, financing statements, transfers and assurances as Lender may require from time to time in order to better assure, grant, and convey to Lender the rights intended to be granted, now or in the future, to Lender under this Instrument and the Loan Documents.

29. ESTOPPEL CERTIFICATE. Within 10 days after a request from Lender, Borrower shall deliver to Lender a written statement, signed and acknowledged by Borrower, certifying to Lender or any person designated by Lender, as of the date of such statement, (i) that the Loan Documents are unmodified and in full force and effect (or, if there have been modifications, that the Loan Documents are in full force and effect as modified and setting forth such modifications); (ii) the unpaid principal balance of the Note; (iii) the date to which interest under the Note has been paid; (iv) that Borrower is not in default in paying the Indebtedness or in performing or observing any of the covenants or agreements contained in this Instrument or any of the other Loan Documents (or, if the Borrower is in default, describing such default in reasonable detail); (v) whether or not there are then existing any setoffs or defenses known to Borrower against the enforcement of any right or remedy of Lender under the Loan Documents; and (vi) any additional facts requested by Lender.

30. GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE.

(a) This Instrument, and any Loan Document which does not itself expressly identify the law that is to apply to it, shall be governed by the laws of the jurisdiction in which the Land is located (the "**Property Jurisdiction**").

(b) Borrower agrees that any controversy arising under or in relation to the Note, this Instrument, or any other Loan Document shall be litigated exclusively in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Note, any security for the Indebtedness, or any other Loan Document. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

31. NOTICE.

(a) All notices, demands and other communications ("notice") under or concerning this Instrument shall be in writing. Each notice shall be addressed to the intended recipient at its address set forth in this Instrument, and shall be deemed given on the earliest to occur of (1) the date when the notice is received by the addressee; (2) the first Business Day after the notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (3) the third Business Day after the notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. As used in this Section 31, the term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.

(b) Any party to this Instrument may change the address to which notices intended for it are to be directed by means of notice given to the other party in accordance with this Section 31. Each party agrees that it will not refuse or reject delivery of any notice given in accordance with this Section 31, that it will acknowledge, in writing, the receipt of any notice upon request by the other party and that any notice rejected or refused by it shall be deemed for purposes of this Section 31 to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

(c) Any notice under the Note and any other Loan Document which does not specify how notices are to be given shall be given in accordance with this Section 31.

32. SALE OF NOTE; CHANGE IN SERVICER. The Note or a partial interest in the Note (together with this Instrument and the other Loan Documents) may be sold one or more times without prior notice to Borrower. A sale may result in a change of the Loan Servicer. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given notice of the change.

33. SINGLE ASSET BORROWER. Until the Indebtedness is paid in full, Borrower (a) shall not acquire any real or personal property other than the Mortgaged Property and personal property related to the operation and maintenance of the Mortgaged Property; (b) shall not operate any business other than the management and operation of the Mortgaged Property; and (c) shall not maintain its assets in a way difficult to segregate and identify.

34. SUCCESSORS AND ASSIGNS BOUND. This Instrument shall bind, and the rights granted by this Instrument shall inure to, the respective successors and assigns of Lender and Borrower. However, a Transfer not permitted by Section 21 shall be an Event of Default.

35. **JOINT AND SEVERAL LIABILITY.** If more than one person or entity signs this Instrument as Borrower, the obligations of such persons and entities shall be joint and several.

36. **RELATIONSHIP OF PARTIES; NO THIRD PARTY BENEFICIARY.**

(a) The relationship between Lender and Borrower shall be solely that of creditor and debtor, respectively, and nothing contained in this Instrument shall create any other relationship between Lender and Borrower.

(b) No creditor of any party to this Instrument and no other person shall be a third party beneficiary of this Instrument or any other Loan Document. Without limiting the generality of the preceding sentence, (1) any arrangement (a "Servicing Arrangement") between the Lender and any Loan Servicer for loss sharing or interim advancement of funds shall constitute a contractual obligation of such Loan Servicer that is independent of the obligation of Borrower for the payment of the Indebtedness, (2) Borrower shall not be a third party beneficiary of any Servicing Arrangement, and (3) no payment by the Loan Servicer under any Servicing Arrangement will reduce the amount of the Indebtedness.

37. **SEVERABILITY; AMENDMENTS.** The invalidity or unenforceability of any provision of this Instrument shall not affect the validity or enforceability of any other provision, and all other provisions shall remain in full force and effect. This Instrument contains the entire agreement among the parties as to the rights granted and the obligations assumed in this Instrument. This Instrument may not be amended or modified except by a writing signed by the party against whom enforcement is sought.

38. **CONSTRUCTION.** The captions and headings of the sections of this Instrument are for convenience only and shall be disregarded in construing this Instrument. Any reference in this Instrument to an "Exhibit" or a "Section" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Instrument or to a Section of this Instrument. All Exhibits attached to or referred to in this Instrument are incorporated by reference into this Instrument. Any reference in this Instrument to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time. Use of the singular in this Agreement includes the plural and use of the plural includes the singular. As used in this Instrument, the term "including" means "including, but not limited to."

39. **LOAN SERVICING.** All actions regarding the servicing of the loan evidenced by the Note, including the collection of payments, the giving and receipt of notice, inspections of the Property, inspections of books and records, and the granting of consents and approvals, may be taken by the Loan Servicer unless Borrower receives notice to the contrary. If Borrower receives conflicting notices regarding the identity of the Loan Servicer or any other subject, any such notice from Lender shall govern.

40. **DISCLOSURE OF INFORMATION.** Lender may furnish information regarding Borrower or the Mortgaged Property to third parties with an existing or prospective interest in the servicing, enforcement, evaluation, performance, purchase or securitization of the Indebtedness, including but not limited to trustees, master servicers, special servicers, rating agencies, and organizations maintaining databases on the underwriting and performance of multifamily mortgage loans. Borrower irrevocably waives any and all rights it may have under applicable law to prohibit such disclosure, including but not limited to any right of privacy.

41. **NO CHANGE IN FACTS OR CIRCUMSTANCES.** All information in the application for the loan submitted to Lender (the "**Loan Application**") and in all financial statements, rent rolls, reports, certificates and other documents submitted in connection with the Loan Application are complete and accurate in all material respects. There has been no material adverse change in any fact or circumstance that would make any such information incomplete or inaccurate.

42. **SUBROGATION.** If, and to the extent that, the proceeds of the loan evidenced by the Note are used to pay, satisfy or discharge any obligation of Borrower for the payment of money that is secured by a pre-existing mortgage, deed of trust or other lien encumbering the Mortgaged Property (a "**Prior Lien**"), such loan proceeds shall be deemed to have been advanced by Lender at Borrower's request, and Lender shall automatically, and without further action on its part, be subrogated to the rights, including lien priority, of the owner or holder of the obligation secured by the Prior Lien, whether or not the Prior Lien is released.

43. **ACCELERATION; REMEDIES.** At any time during the existence of an Event of Default, Lender, at Lender's option, may declare all of the Indebtedness to be immediately due and payable without further demand, and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by Illinois law or provided in this Instrument or in any other Loan Document. The Indebtedness shall include, Lender shall be entitled to collect, and any decree which adjudicates the amount secured by this Instrument shall include, all costs and expenses incurred in pursuing such remedies, including attorneys' fees, costs of documentary evidence, abstracts and title reports, any of which may be estimated to reflect the costs and expenses to be incurred after the entry of such a decree.

44. **RELEASE.** Upon payment of the Indebtedness, Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs incurred in releasing this Instrument.

45. **WAIVER OF HOMESTEAD AND REDEMPTION.** Borrower releases and waives all rights under the homestead and exemption laws of the State of Illinois. Borrower acknowledges that the Mortgaged Property does not include "agricultural real estate" or "residential real estate" as those terms are defined in 735 ILCS 5/15-1201 and 5/15-1219. Pursuant to 735 ILCS 5/15-1601(b), Borrower waives any and all rights of redemption from sale

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under any order of foreclosure of this Instrument, or other rights of redemption, which may run to Borrower or any other Owner of Redemption, as that term is defined in 735 ILCS 5/15-1212. Borrower waives all rights of reinstatement under 735 ILCS 5/15-1602 to the fullest extent permitted by Illinois law.

46. **MAXIMUM AMOUNT OF INDEBTEDNESS.** Notwithstanding any provision to the contrary in this Instrument, the Note or any other Loan Document which permits any additional sums to be advanced on or after the date of this Instrument, whether as additional loans or for any payments authorized by this Instrument, the total amount of the principal component of the Indebtedness shall not at any time exceed three hundred percent (300%) of the original principal amount of the Note set forth on the first page of this Instrument.

47. **WAIVER OF TRIAL BY JURY. BORROWER AND LENDER EACH (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.**

ATTACHED EXHIBITS. The following Exhibits are attached to this Instrument:

- | | | |
|-------------------------------------|-----------|-------------------------------------|
| <input checked="" type="checkbox"/> | Exhibit A | Description of the Land (required). |
| <input checked="" type="checkbox"/> | Exhibit B | Modifications to Instrument |

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IN WITNESS WHEREOF, Borrower has signed and delivered this Instrument or has caused this Instrument to be signed and delivered by its duly authorized representative.

RIVER OAKS PARTNERS, an Illinois general partnership

By: BROOKDALE HOLDINGS, INC.,
a Delaware corporation

Its: Managing General Partner

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By:

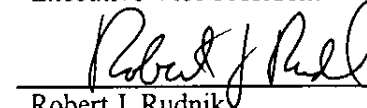


Darryl W. Copeland, Jr.

Its:

~~Executive~~ Vice President

By:



Robert J. Rudnik

Its:

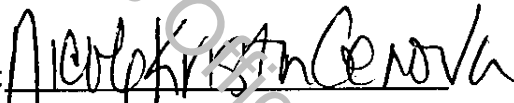
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

On this 27 day of May, 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared Darryl W. Copeland, Jr. and Robert J. Rudnik, personally known to me, or proved to me on the basis of satisfactory evidence who executed the within instrument as the ~~Executive~~ Vice President and Secretary of Brookdale Holdings, Inc., a Delaware corporation, the general partner of River Oaks Partners, a(n) Illinois general partnership, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.



Signature: 

Name: _____

My Commission Expires: _____

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EXHIBIT A Legal Description

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PARCEL 1:

The Northerly 150 feet of Lot 106 in original Town of Rand (now Des Plaines), being a subdivision of Sections 16, 17, 20 and 21, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 107, 108, 109, 110 and 111 (except that part of said Lots taken for the opening of Prairie Avenue and also except that part of said Lot 111 lying South of Prairie Avenue as opened) in original Town of Rand (now Des Plaines), being a subdivision of Sections 16, 17, 20 and 21, Township 41 North, Range 12, East of the Third Principal Meridian, and also except that part thereof described as follows: Beginning at the Northeasterly corner of said Lot 109; thence South 08 degrees 39 minutes 51 seconds East along the East line of said Lots 109, 110 and 111, 230.00 feet; thence North 55 degrees 34 minutes 59 seconds West (Measured North 55 degrees 32 minutes 28 seconds West) along a line parallel with the Northeasterly line of said Lot 109, 23.28 feet (measured 23.29 feet) to an intersection with a line 17.00 feet, as measured at right angles, westerly of and parallel with the Easterly line of said Lots 109 and 110; thence North 08 degrees 39 minutes 51 seconds West along said last described parallel line, 230.00 feet to an intersection with the Northeasterly line of said Lot 109; thence South 55 degrees 34 minutes 59 seconds East (measured South 55 degrees 32 minutes 28 seconds East) along the Northeasterly line of said Lot 109, 23.28 feet (measured 23.29 feet) to the place of beginning, all in original Town of Rand (now Des Plaines), being a Subdivision of Sections 16, 17, 20 and 21, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Also excepting that part of Lots 110 and 111 described as follows: commencing at the Northeasterly corner of Lot 109; thence South 08 degrees, 39 minutes, 51 seconds East along the East line of Lots 109, 110 and 111, 230.00 feet to the point of beginning; thence continuing South 08 degrees, 39 minutes, 51 seconds East, 75.98 feet to the North line of Prairie Avenue per document 12785378; thence South 89 degrees, 59 minutes, 59 seconds West 17.20 feet along the North line of Prairie Avenue to a line 17 feet Westerly of and parallel with the Easterly line of said Lots 110 and 111; thence North 08 degrees; 39 minutes, 51 seconds West, 89.31 feet along said parallel line to a point 230 feet South of the Northeasterly line of said Lot 109 in the original Town of Rand (as measured along said parallel line); thence South 55 degrees, 34 minutes, 59 seconds East (measured South 55 degrees, 32 minutes, 28 seconds East) 23.28 feet (measured 23.29 feet) to the point of beginning.

PARCEL 3:

The Southeasterly 8.0 feet of Lot 100 (except the Northeasterly 150 feet thereof) and Lots 100 through 106 both inclusive (except that part of said Lots taken for the opening of Prairie Avenue as recorded October 30, 1941 by Document Number 12785378) also (except the Northeasterly 150.00 feet of Lots 101, 102, 103, 104, and 106) all in the original Town of Rand (now Des Plaines) being a subdivision of Sections 16, 17, 20 and 21, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property:

800 South River Road

Des Plaines, Illinois

Tax ID: ~~36-3650842~~

09-17 421 038-0000

**EXHIBIT B TO
MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY
AGREEMENT
MODIFICATIONS TO INSTRUMENT**

The following modifications are made to the text of the Instrument that precedes this Exhibit.

A. MODIFIED RECITALS. The Recitals for the Instrument are hereby modified in their entirety to read as follows:

The Illinois Development Finance Authority (the "Issuer") has issued and sold its \$36,000,000 Illinois Development Finance Authority Qualified Residential Rental Bonds (River Oaks Project)(the "Bonds") pursuant to an Indenture of Trust dated as of December 1, 1989, between the Issuer and American National Bank and Trust Company of Chicago (the "Bond Trustee") as trustee for the holders of the Bonds as supplemented by First Supplement to Trust Indenture dated as of December 1, 1996, Second Supplement to Trust Indenture dated as of February 1, 1997, and Third Supplement to Trust Indenture dated on or about the date hereof (the "Indenture"). Proceeds of the Bonds were loaned by the Issuer to the Borrower (the "Loan") upon the terms and conditions of a certain Loan Agreement dated as of December 1, 1989, between the Issuer and Borrower as supplemented by First Supplement to Loan Agreement dated as of December 1, 1996, Second Supplement to Loan Agreement dated as of February 1, 1997, and Third Supplement to Loan Agreement dated on or about the date hereof (the "Financing Agreement") for the sole and exclusive purpose of financing the acquisition, construction and equipping of a certain congregate care and assisted living facility within the geographical boundaries of Des Plaines, Illinois (the "Project").

Federal Home Loan Mortgage Corporation ("Freddie Mac") and the Bond Trustee have entered into a Direct Pay Credit Enhancement Agreement dated on or about the date hereof (the "Credit Enhancement Agreement") pursuant to which Freddie Mac has agreed to make certain advances to the Bond Trustee (a) with respect to amounts due under the Loan and (b) to provide funds to purchase the Bonds tendered under certain circumstances in accordance with the Indenture. Borrower and Freddie Mac have entered into a Reimbursement and Security Agreement dated on or about the date hereof (the "Reimbursement Agreement") to evidence Borrower's obligation to reimburse Freddie Mac for such advances, and this Instrument secures Borrower's repayment and other obligations under the Reimbursement Agreement.

Lender has entered into a Servicing Agreement with Freddie Mac to service payment of the Indebtedness.

TO SECURE TO LENDER AND FREDDIE MAC the repayment of the Indebtedness, and all renewals, extensions and modifications of the Indebtedness, the payment of all sums advanced by or on behalf of Lender to protect the security of this

Instrument and Section 12, and the performance of the covenants and agreements of Borrower contained in the Loan Documents, Borrower mortgages, warrants, grants, conveys and assigns to Lender the Mortgaged Property, including the land located in Cook County, State of Illinois and described in Exhibit "A" attached to this Instrument subject to the Permitted Exceptions hereinafter defined.

Borrower represents and warrants that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to grant, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered. Borrower covenants that Borrower will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to any easements and restrictions listed in Schedule B of the title insurance policy accepted by Lender contemporaneously with the execution and recordation of this Instrument and insuring Lender's interest in the Mortgaged Property ("Permitted Exceptions").

B. MODIFIED DEFINITIONS. The following definitions are amended to read as follows:

(b) "Collateral Agreement" means any separate agreement between Borrower and Lender for the purpose of establishing replacement reserves for the Mortgaged Property, establishing a fund to assure the completion of repairs or improvements specified in that agreement, or any other agreement or agreements between Borrower and Lender which provide for the establishment of any other fund, reserve or account or any other collateral assignments from Borrower to Lender of any Management Agreement or any Food Service Agreements and the Cross-Collateralization Agreement.

(f) "Fixtures" means all property which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment and those fixtures set forth on Exhibit "C" attached hereto and made a part hereof.

(l) "Indebtedness" means (a) all amounts owing by the Borrower to Lender from time to time under the Reimbursement Agreement, including amounts advanced by Lender under the Credit Enhancement Agreement and interest on such amounts (whether at the Default Rate or Liquidity Rate specified in the Reimbursement Agreement), (b) Prepayment/Substitution Premiums (as defined in the Reimbursement Agreement) and all fees payable by Borrower to Lender and the Loan Servicer under the Reimbursement Agreement, (c) the payment and performance of each and every obligation, covenant and agreement of the Borrower contained in the Reimbursement Agreement from and after the execution and delivery thereof; (d) the payment and performance of every obligation, covenant and agreement of the Borrower contained in the Loan Documents, the Cross-Collateralization Agreement or in any other agreement or instrument now or hereafter executed by the Borrower which recites that the obligations thereunder are secured by this Instrument (the "Ancillary Loan Documents"); (e) payment of all sums, with interest thereon at the Default Rate to the extent provided in the Reimbursement Agreement, the Cross-Collateralization Agreement or this Instrument (including but not limited to the prepayment/substitution premiums, amounts due with respect to Advances (as defined in the Reimbursement Agreement), late charges, default interest and advances as provided in Sections 12 and 54 hereof to protect the security of this Instrument), that may become due and payable to or for the benefit of the Lender or the Bond Trustee pursuant to the terms thereof and (f) the reimbursement of the Lender or the Bond Trustee of all money advanced, as may be provided herein, and all expenses (including reasonable attorneys' fees) incurred or paid by, the Lender or the Bond Trustee on account of any action (whether formal litigation or otherwise) that may arise in connection with this Instrument, the Loan Documents or the Mortgaged Property, or in obtaining possession of the Mortgaged Property as hereinafter provided, all such sums being secured *pari passu* by this Instrument.

(m) "Initial Owners" means, with respect to Borrower or any other entity, the persons or entities who on the date hereof own in the aggregate 100% of the ownership interests in Borrower or that entity.

(p) "Lender" means the entity identified as "Lender" in the first paragraph of this Instrument and its assignee Freddie Mac or any successor to or assignee of its rights under the Reimbursement Agreements.

(q) "Loan Documents" means this Instrument, the Reimbursement Agreement, the Pledge Agreement (as defined in the Reimbursement Agreement), the Cap Assignment (as defined in the Reimbursement Agreement), all guaranties, all indemnity agreements, the Cross-Collateralization Agreement, all Collateral Agreements, O&M Programs, (if any), and any other documents now or in the future executed by Borrower, any guarantor or any other person in connection with the Reimbursement Agreement, this Instrument, the Cross-Collateralization

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Agreement or any other Loan Document, as such documents may be amended from time to time.

(r) "Loan Servicer" means the entity that from time to time is designated by Lender to collect payments and deposits and receive notices under the Reimbursement Agreements, this Instrument and any other Loan Document, and otherwise to provide services with respect to the Reimbursement Agreement for the benefit of Lender. Unless Borrower receives written notice to the contrary, the Loan Servicer is the entity identified as "Lender" in the first paragraph of this Instrument.

(s) "Mortgaged Property" means all of Borrower's present and future right, title and interest in and to all of the following:

- (1) The Land;
- (2) the Improvements;
- (3) the Fixtures;
- (4) the Personalty;
- (5) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- (6) all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement;
- (7) all awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

- (8) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
- (9) all proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;
- (10) all Rents and Leases;
- (11) all earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the loan secured by this instrument and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
- (12) all Imposition Deposits;
- (13) all refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Instrument is dated and other than any refunds due to any tenants under commercial leases of the Mortgaged Property approved by Lender);
- (14) all tenant security deposits which have not been forfeited by any tenant under any Lease;
- (15) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property; and
- (16) any and all Surplus Proceeds.

(t) “Note” means the Reimbursement Agreement. Any reference in this Instrument to a “holder” of the Note shall be construed as referring to Lender or its successors in interest under the Reimbursement Agreement. Any reference in this Instrument to the “unpaid principal balance” of the Note as of any time shall be construed as referring to all amounts that are then owing under both of the Reimbursement Agreement at that time. Any reference to the “maturity date” of the Note shall be construed as referring to the expiration of the term of each of the Reimbursement Agreement.

(v) "Personalty" means all furniture, furnishings, equipment, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land and including all items which are not Fixtures set forth on Exhibit "C" attached hereto and made a part hereof but excluding any of such property owned by tenants unrelated to the Borrower.

(w) "Rents" means all rents (whether from residential or non-residential space) revenues and other income of the Land or the Improvements including parking fees, laundry and vending machine income and fees and charges for food, healthcare and other services provided at the Mortgaged Property, whether now due, past due, or to become due, and deposits forfeited by tenants but excluding fees and income for services provided by third parties unrelated to Borrower.

C. ADDITIONAL DEFINITIONS. The following definitions are added to Section 1:

(aa) "**Bonds**" means the Illinois Development Finance Authority's \$36,000,000 Illinois Development Finance Authority Qualified Residential Rental Bonds (River Oaks Project).

(bb) "**Bond Documents**" shall have the meaning assigned to that term in the Reimbursement Agreement.

(cc) "**Bond Loan Documents**" means the Financing Agreement described in the Recitals hereto.

(dd) "**Bond Trustee**" means American National Bank and Trust Company of Chicago, its successors and assigns.

(ee) "**Financing Agreements**" means Loan Agreement dated as of December 1, 1989, between the Issuer and the Borrower, as supplemented by the First Supplement to Loan Agreement dated as of December 1, 1996, the Second Supplemental to Loan

Agreement dated as of February 1, 1997, and the Third Supplement to Loan Agreement dated on or about the date hereof.

(ff) **"Cross-Collateralization Agreement"** means that certain Cross-Collateralization Agreement dated of even date herewith between Borrower, The Ponds of Pembroke Limited Partnership, an Illinois limited partnership and Lender and consented to by Brookdale Living Communities, Inc., a Delaware corporation.

(gg) **"Indenture"** means Indenture of Trust dated as of December 1, 1989, between the Issuer and American National Bank and Trust Company of Chicago, as supplemented by the First Supplement to Trust Indenture dated as of December 1, 1996, the Second Supplemental to Trust Indenture dated as of February 1, 1997, and the Third Supplement to Trust Indenture dated on or about the date hereof pursuant to which the Bonds were issued and are governed.

(hh) **"Surplus Proceeds"** means any and all proceeds or other sums of money resulting from or in the Lender's possession or control after foreclosure, deed in lieu of foreclosure or the pursuit of any other remedies by Lender with respect to the Mortgaged Property or any other property subject to the lien or the terms and provisions hereof.

D. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

1. The second sentence of Section 3(b) is modified to read as follows: However, until the occurrence of an Event of Default, Lender hereby grants to Borrower a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender and to apply all Rents to pay the Indebtedness, including Imposition Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities, Taxes and insurance premiums (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures.

2. The first sentence of Section (c) is modified to read as follows: Borrower represents and warrants to Lender that Borrower has not executed any prior assignment of Rents, that Borrower has not performed, and Borrower covenants and agrees that it will not perform, any acts and has not executed, and shall not execute, any instrument which would prevent Lender from exercising its rights under this Section 3, and that at the time of execution of this Instrument there has been no anticipation or prepayment of any Rents for more than two months prior to the due dates of such Rents.

E. ASSIGNMENT OF LEASES; LEASES AFFECTING THE MORTGAGED PROPERTY. The first sentence of Section 4(f) is amended to add after the words "for non-residential use" and before the word, "except" the words, "other

than that portion of the Mortgaged Property leased for non-residential use on the date hereof". The second sentence of Section 4(f) is deleted in its entirety.

F. PAYMENT OF INDEBTEDNESS; PERFORMANCE UNDER LOAN DOCUMENTS; PREPAYMENT PREMIUM.

Section 5 is modified to read as follows: Borrower shall pay the Indebtedness and the Combined Obligations (as defined in the Cross-Collateralization Agreement) when due in accordance with the terms of each of the Reimbursement Agreement, the Cross-Collateralization Agreement and the Loan Documents and the Ancillary Loan Documents and shall perform, observe and comply with all other provisions of the Reimbursement Agreement, the Cross-Collateralization Agreement and the Loan Documents and the Ancillary Loan Documents. Borrower shall pay a prepayment/substitution premium in connection with certain prepayments of the Loan or substitution of Lender as credit enhancer, including a payment made after Lender's exercise of any right of acceleration of the Indebtedness, as provided in the Reimbursement Agreement.

G. EXCULPATION.

Section 6 is modified to read as follows: Borrower's personal liability for payment of the Indebtedness and for performance of the other obligations to be performed by it under this Instrument is limited in the manner, and to the extent, provided in the Reimbursement Agreement.

H. DEPOSITS FOR TAXES, INSURANCE AND OTHER CHARGES.

Section 7(a) is modified to read as follows: Borrower shall deposit with Lender on the first day of each calendar month (or on another day designated in writing by Lender), until the Indebtedness is paid in full, in addition to all other amounts due Lender, an amount sufficient to accumulate with Lender at least sixty (60) days before the last date upon which such payment may be made without any penalty or interest charge being added, the entire sum required to pay, when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Mortgaged Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require under Section 19, (3) Taxes, and (4) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the Mortgaged Property, to prevent the imposition of liens on the Mortgaged Property, or otherwise to protect Lender's interests, all as reasonably estimated from time to time by Lender, plus one-sixth of such estimate. The amounts deposited under the preceding sentence are collectively referred to in this Instrument as the "**Imposition Deposits**". The obligations of Borrower for which the Imposition Deposits are required are collectively referred to in this Instrument as "**Impositions**". The amount of the Imposition Deposits shall be sufficient to

enable Lender to pay each Imposition before the last date upon which such payment may be made without any penalty or interest charge being added. Lender shall maintain records indicating how much of the monthly Imposition Deposits and how much of the aggregate Imposition Deposits held by Lender are held for the purpose of paying Taxes, insurance premiums and each other obligation of Borrower for which Imposition Deposits are required. Any waiver by Lender of the requirement that Borrower remit Imposition Deposits to Lender may be revoked by Lender, in Lender's discretion, at any time upon notice to Borrower.

I. APPLICATION OF PAYMENTS.

The last sentence of Section 9 is modified to read as follows: Notwithstanding the application of any such amount to the Indebtedness, Borrower's obligations under this Instrument and the Reimbursement Agreement shall remain unchanged.

J. USE OF PROPERTY.

Subsection (b) of Section 11 is modified to read as follows: (b) convert any individual dwelling units or common areas to commercial use from and after the date hereof,

Subsection (c) of Section 11 is modified to read as follows: (c) initiate or acquiesce in a change in the zoning classification of the Mortgaged Property other than rezoning of the Release Parcel (as hereinafter defined) to a zoning code appropriate for the construction of a nursing home, or

K. PROTECTION OF LENDER'S SECURITY

Section 12(a) is modified to read as follows: If Borrower fails to perform any of its obligations under this Instrument or any other Loan Document, or if any action or proceeding is commenced which purports to affect the Mortgaged Property or other collateral for the Indebtedness, Lender's security or Lender's rights under this Instrument, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Hazardous Materials Laws, enforcement of the Bond Documents, fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such actions as Lender reasonably deems necessary to perform such obligations of Borrower and to protect Lender's interest, including (1) payment of fees and out of pocket expenses of attorneys, accountants, inspectors and consultants, (2) entry upon the Mortgaged Property to make repairs or secure the Mortgaged Property, (3) procurement of the insurance required by Section 19, and (4) payment of amounts which Borrower has failed to pay under Sections 15 and 17.

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2. Section 12(b) is modified to read as follows: Any amounts disbursed by Lender under this Section 12, or under any other provision of this Instrument that treats such disbursement as being made under this Section 12, shall be added to, and become part of, the principal component of the Indebtedness, shall be due and payable within ten (10) days after written demand from Lender to Borrower and shall bear interest from the date of disbursement until paid at the "**Default Rate**", as defined in the Reimbursement Agreement.

L. BOOKS AND RECORDS; FINANCIAL REPORTING.

Section 14 (a) is amended to delete the period at the end thereof and to add the following: "during normal business hours."

Section 14(b)(3) is amended to add the words "or entrance fees, if any" after the words "security deposits" and before the words "are held" in the fifth line thereof.

The last sentence of Section 14(c) is amended in its entirety to read as follows: "Lender also may require from and after and during the continuance of an Event of Default that any statements, schedules or reports be audited at Borrower's expense by Ernst & Young LLP or other independent certified public accountants acceptable to Lender."

M. PRESERVATION, MANAGEMENT AND MAINTENANCE OF MORTGAGED PROPERTY.

Subsection 17(e) is amended in its entirety to read as follows:

"shall provide for professional management of the Mortgaged Property by Borrower or by a residential rental property manager satisfactory to Lender under a contract approved by Lender in writing, and"

N. LIENS; ENCUMBRANCES.

Section 16 is modified to read as follows: Borrower acknowledges that, to the extent provided in Section 21, the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance (a "**Lien**") on the Mortgaged Property (other than the lien of this Instrument) or on certain ownership interests in Borrower, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the lien of this Instrument, is a "**Transfer**" which constitutes an Event of Default and subjects Borrower to personal liability under the Reimbursement Agreements.

O. ENVIRONMENTAL HAZARDS

1. Sections 18(a)(1) and 18(a)(2) are each amended to add before the semicolon at the end thereof the following: except materials used in the ordinary

course of operating the Mortgaged Property for its Intended Use and not in violation of any Hazardous Materials Laws.

2. Section 18 (a) (3) is amended to delete therefrom the words, "or may be" in the third line thereof.

3. There is added to Section 18 (b) in the third line thereof after the words "maintenance of comparable" and before the words "multifamily properties" the following: "senior housing or"

4. The second sentence of Section (d) is amended in its entirety to read as follows: All costs of performance of Borrower's obligations under any O&M Program shall be paid by Borrower, and Lender's out of pocket costs incurred in connection with the monitoring and review of the O&M Program and Borrower's performance shall be paid by Borrower within ten (10) days after written demand by Lender accompanied with any documentation supporting such costs available to Lender.

5. The first two lines of Section 18(e) are amended in their entirety to read as follows: Borrower represents and warrants to Lender that, except as previously disclosed by Borrower to Lender in writing or as disclosed in that certain Phase I Environmental Site Assessment of The Heritage of Des Plaines completed by EMG dated April 1, 1999, EMG Project No. 54247:.

6. The last paragraph of Section 18(e) is modified to read as follows: The representations and warranties in this Section 18 shall be continuing representations and warranties that shall be deemed to be made by Borrower throughout the term of the Reimbursement Agreement, until the Indebtedness has been paid in full and Lender is released from all of its obligations under the Credit Enhancement Agreement.

7. The last paragraph of Section 18(f) is modified to read as follows: Any such notice given by Borrower shall not relieve Borrower of, or result in a waiver of, any obligation under this Instrument, the Reimbursement Agreement, or any other Loan Document.

8. The opening paragraph of Section 18(j) is modified to read as follows: Borrower shall indemnify, hold harmless and defend (i) Lender, (ii) any prior credit enhancer of the Bonds, (iii) the Loan Servicer, (iv) any prior Loan Servicer, (v) the officers, directors, shareholders, partners, employees and trustees of any of the foregoing, and (vi) the heirs, legal representatives, successors and assigns of each of the foregoing (collectively, the "Indemnitees") from and against all proceedings, claims, damages, penalties and costs (whether initiated or sought by Governmental Authorities or private parties), including fees and out of pocket expenses of attorneys and expert witnesses, investigatory fees, and

remediation costs, whether incurred in connection with any judicial or administrative process or otherwise, arising directly or indirectly from any of the following:

9. There is added at the end of Section 18 a new Section 18 (q) as follows: "Notwithstanding anything herein to the contrary, this Section shall not apply to the introduction and initial release of Hazardous Materials on the Mortgaged Property occurring from and after the date that the Lender acquires title to the Mortgaged Property through foreclosure or deed in lieu of foreclosure (the "Transfer Date"); provided, however, the Borrower shall bear the burden of proof that the introduction and initial release of Hazardous Materials (i) occurred subsequent to the Transfer Date, and (ii) did not occur as a result of any action or inaction or act or omission of the Borrower or any owner of adjacent property related by Borrower or their respective employees, independent contractors, agents or others acting by or on behalf of them, and (iii) did not occur as a result of any continuing migration or release of any Hazardous Materials introduced prior to the Transfer Date in, on, under, or near the Mortgaged Property."

P. PROPERTY AND LIABILITY INSURANCE.

1. The fourth sentence of Section 19(b) is amended to read as follows: "Lender shall have the right to hold copies of the policies of all insurance required by Section 19(a) certified by Borrower's insurance agent."

2. Clause (1) of Section 19(g) is modified to read as follows: No Event of Default (or any event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default) has occurred and continuing except an Event of Default which would be cured by such Restoration;

3. Clause (4)(A) of Section 19(g) is modified to read as follows: One year before the earlier of (a) the maturity date of the Bonds; or (b) the expiration of the Credit Enhancement Agreement.

4. Section 19(h) is modified to read as follows: If the Mortgaged Property is sold at a foreclosure sale or Lender acquires title to the Mortgaged Property, Lender shall automatically succeed to all rights of Borrower in and to any insurance policies relating to the Mortgaged Property and unearned insurance premiums relating to the Mortgaged Property (but only to the extent that such insurance policies and unearned insurance premiums relate to the Mortgaged Property and not to other properties covered thereby) and in and to the proceeds resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

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Q. CONDEMNATION.

1. Section 20 (b) is modified to read as follows: (b) Lender may apply such awards or proceeds, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to the restoration or repair of the Mortgaged Property or to the payment of the Indebtedness, with the balance, if any, to Borrower. Unless Lender otherwise agrees in writing, any application of any awards or proceeds to the Indebtedness shall not extend or postpone the due date of any monthly installments due under the Reimbursement Agreements, Section 7 of this Instrument or any Collateral Agreement, or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards or proceeds as Lender may require.

R. TRANSFERS OF THE MORTGAGED PROPERTY OR INTERESTS IN BORROWER (RIGHT TO UNLIMITED TRANSFERS - WITH LENDER APPROVAL).

1. Section 21(a) (5) is deleted in its entirety.
2. Section 21 (1) (5) is amended to add the words, "and adversely" in the second line thereof after the word, "materially" and before the word "affect".
3. Section 21 (b)(6) is amended in its entirety to read as follows: The creation of a mechanic's, materialman's or judgment lien against the Mortgaged Property which is released of record or otherwise remedied or bonded over or insured over by a title endorsement purchased at Borrower's expense acceptable to Lender issued to the Lender's policy of title insurance insuring the lien of this Security Instrument, provided, however, that Borrower shall not be required to release of record such lien as long as the Borrower shall in good faith contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the lien so contested and the sale of the Mortgaged Property or any part thereof, and provided that Borrower shall, prior to the date such lien is due and payable, have given such reasonable security as may be demanded by the Lender to insure such payments plus interest or penalties thereon and prevent any sale or forfeiture of the Mortgaged Property by reason of such non payment. Any such contest shall be prosecuted with due diligence and the Borrower shall promptly after final determination thereof, pay the amount of any such lien so determined, together with all interest and penalties which may be payable in connection therewith. Notwithstanding these provisions Borrower shall (and if Borrower shall fail so to do, Lender may, but shall not be required to) pay any such lien notwithstanding such contest if in the opinion of Lender the Mortgaged Property shall be in jeopardy or in danger of being forfeited or foreclosed.

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4. Sections 21(c)(3) and (4) are amended to add after the words therein: "mortgages on" and before the words "multifamily properties" the word, "similar".

S. ADDITIONAL EVENTS OF DEFAULT.

Section 22(g) is amended in its entirety to read as follows: Any failure by Borrower to perform any of its obligations under this Instrument (other than those specified in Sections 22(a) through (f)), as and when required, which continues for a period of thirty (30) days after notice of such failure by Lender to Borrower, provided, however, if such failure cannot reasonably be cured within such thirty (30) days and Borrower has commenced and is proceeding diligently and in good faith to cure such failure, Borrower shall be afforded such additional time as is reasonably necessary to cure such failure but in no event to exceed one hundred twenty (120) days after notice of such failure by Lender to Borrower. However, no such notice or grace shall apply in the case of any such failure which could, in Lender's judgment, absent immediate exercise by Lender of a right or remedy under this Instrument result in harm to Lender, impairment of the Note or this Instrument or any other security given under any other Loan Document;

In addition to the Events of Default defined in Section 22, each of the following shall constitute an Event of Default:

(a) Any Event of Default under either of the Reimbursement Agreement.

(b) Any Event of Default as defined in either of the Financing Agreement.

(c) Any Event of Default as defined in the Bonds, the Bond Documents or either of the Indentures.

(d) Any event that results in the interest payable on the Bonds being includable in the gross income of the owners of the Bonds for federal income tax purposes.

(e) Any breach of the Regulatory Agreement executed and delivered by the Borrower and the American National Bank and Trust Company of Chicago on or about December 1, 1989, filed for record in the real estate records of Cook, Illinois on December 29, 1989, as Document No. 89621894.

(f) Any Event of Default under the Cross-Collateralization Agreement.

(g) Any breach of, or event of default by the Borrower as defined in, any other document or agreement relating to the Bonds to which Borrower is a party.

T. FORBEARANCE. Sections 24(a) and (b) are modified to read as follows:

(a) Lender may (but shall not be obligated to) agree with Borrower, from time to time, and without giving notice to, or obtaining the consent of, or having any effect upon the obligations of, any guarantor or other third party obligor, to take any of the following actions: extend the time for payment of all or any part of the Indebtedness; reduce the payments due under this Instrument, the Reimbursement Agreement, or any other Loan Document; release anyone liable for the payment of any amounts under this Instrument, the Reimbursement Agreement, or any other Loan Document; accept a renewal of the Reimbursement Agreement; modify the terms and time of payment of the Indebtedness; join in any extension or subordination agreement; release any Mortgaged Property; take or release other or additional security; modify the rate of interest or any other term of the Reimbursement Agreement; and otherwise modify this Instrument, the Reimbursement Agreement, or any other Loan Document.

(b) Any forbearance by Lender in exercising any right or remedy under the Reimbursement Agreement, this Instrument, or any other Loan Document or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of all or any part of the Indebtedness after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments on account of the Indebtedness or to exercise any remedies for any failure to make prompt payment. Enforcement by Lender of any security for the Indebtedness shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right available to Lender. Lender's receipt of any awards or proceeds under Sections 19 and 20 shall not operate to cure or waive any Event of Default.

U. LOAN CHARGES.

The third and fourth sentences of Section 25 are modified to read as follows: For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all Indebtedness which constitutes interest, as well as all other charges levied in connection with the Indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Reimbursement Agreement. Unless otherwise required by applicable law, such allocation and

spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of the Reimbursement Agreements.

V. GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE.

Section 30(a) is amended in its entirety to read as follows: This Instrument and the Loan Documents shall be governed by the laws of the jurisdiction in which the Land is located (the "**Property Jurisdiction**").

W. **NO CHANGE IN FACTS OR CIRCUMSTANCES.** Section 41 is modified to read as follows:

All information in the application for credit enhancement submitted to Glaser Financial Group, Inc., a Minnesota corporation (the "**Loan Application**") and in all financial statements, rent rolls, reports, certificates and other documents submitted in connection with the Loan Application are complete and accurate in all material respects. There has been no material adverse change in any fact or circumstance that would make any such information incomplete or inaccurate.

X. SUBROGATION.

Section 42 is modified to read as follows: If, and to the extent that, the proceeds of the advances under either of the Credit Enhancement Agreement are used to pay, satisfy or discharge any obligation of Borrower for the payment of money that is secured by a pre-existing mortgage, deed of trust or other lien encumbering the Mortgaged Property (a "**Prior Lien**"), such loan proceeds shall be deemed to have been advanced by Lender at Borrower's request, and Lender shall automatically, and without further action on its part, be subrogated to the rights, including lien priority, of the owner or holder of the obligation secured by the Prior Lien, whether or not the Prior Lien is released.

Y. ACCELERATION; REMEDIES.

Section 43 is modified to add at the end thereof the following: "From and after the occurrence an Event of Default and at Lender's sole election to be exercised by written notice from Lender to Borrower, Borrower hereby covenants and agrees to Manage the Mortgaged Property as its Intended Use for and on behalf of the Lender, as an independent contractor, for a period of time determined by Lender in its sole discretion not to exceed thirty (30) days from and after the date of written notice by Lender to Borrower of the acceleration of the Indebtedness for a management fee and upon the terms and conditions as reasonably determined by Freddie Mac which is typical of other third party managers of similar facilities in the senior housing industry at the time in question. As used herein, the term "Manage" shall mean conducting such standard and typical

activities with respect to the operation of the Mortgaged Property as other unaffiliated third party managers of similar facilities being used for the Intended Use in the location of the Mortgaged Property and at the time in question, all as reasonably determined by Freddie Mac including, but not limited to, (a) doing all things reasonably necessary to operate and maintain the Mortgaged Property, (b) providing food and other services to the residents of the Mortgaged Property, (c) payment of all expenses approved by Lender out of the Rents in operating and maintaining the Mortgaged Property, (d) taking all actions reasonably necessary in the ordinary course of business to enable the Mortgaged Property to be operated for its Intended Use in full and complete compliance with applicable laws, rules, regulations and ordinances, (e) employing, discharging and supervising the work of all employees necessary to operate, manage and maintain the Mortgaged Property for its Intended Use, which employees shall be employees of Borrower only, (f) preparing, executing and filing in compliance with all applicable laws all forms, reports and tax returns required by all federal, state or local laws in connection with the employment of personnel by Borrower for the Mortgaged Property including, without limitation, laws relating to unemployment insurance, workers' compensation insurance, other employee benefits and social security, payment of all withholding taxes and providing Lender with evidence of all such filings and payments upon request, and (g) filing quarterly and annual payroll tax returns, if required, (h) paying all operating expenses approved by Lender, maintaining adequate and separate financial records in connection with the operation of the Mortgaged Property for its Intended Use, which financial records shall be open to and available to Lender at the Mortgaged Property, and (i) providing an accounting and bookkeeping service consistent with those provided to other entities operated by the Borrower. All costs and expenses shall be disbursed by Lender or with the express written approval of Lender. Borrower hereby indemnifies and holds Lender and its employees, attorneys, directors, shareholders, officers, successors and assigns harmless from and against any loss, cost, liability or expense arising directly or indirectly out of the Management of the Mortgaged Property under this Paragraph.

New Sections 48 through 52 are hereby added to the Instrument, as follows:

48. BOND DOCUMENTS

(a) Borrower is indebted to the Issuer pursuant to the Financing Agreement and other Bond Documents.

(b) Borrower covenants and agrees to comply with all of the terms and conditions of the Bond Documents, and to make all payments as and when due of all indebtedness secured thereby. In the event Borrower fails to comply fully with any of the terms or conditions of the Bond Documents, or to make any such payments when due (in each case taking into account any applicable cure periods), such failure shall (in addition to the events described in Section 22 hereof)

immediately be deemed an Event of Default hereunder and Lender may, at Lender's option, without prior notice to or consent of Borrower, and without limiting any other rights or remedies of Lender, take any and all actions necessary in Lender's good faith judgment to cure any default under the Bond Documents or otherwise protect Lender's security. Borrower hereby waives notice of the exercise of such option. Any sums disbursed or advanced by Lender to cure a default under the Bond Documents or otherwise to protect Lender's security (including reasonable attorneys fees and expenses) will be additional Indebtedness of Borrower secured by this Instrument and will be payable within 10 days following written demand. Any such sums disbursed or advanced by Lender shall bear interest at the Default Rate as defined in the Reimbursement Agreement.

(c) Borrower shall neither request nor accept any extension, postponement, indulgence, amendment, modification or forgiveness of the Financing Agreement or the indebtedness evidenced thereby or of any of the Bond Documents without the prior written consent of Lender.

(d) Upon receipt by Borrower of any notice of default or claim of default (whether oral or written) given by the holder of the Financing Agreement pursuant thereto or pursuant to the Bond Documents or otherwise, Borrower shall immediately send Lender a copy of same by overnight courier and telecopy or, in the case of an oral claim of default or notice of default, shall immediately send to Lender a summary of the claimed default and the date made by the holder of the Financing Agreement.

(e) To the extent that Lender advances funds for the purpose of paying all or any part of the indebtedness secured by the Bond Documents or curing a default thereunder, Lender will be subrogated to any and all rights, superior titles, liens, and equities owned or claimed by the owner of the Bond Documents.

49. PRINCIPAL RESERVE FUND.

(a) On the first day of each month, beginning July 1, 1999, Borrower shall make a monthly deposit to the Principal Reserve Fund held by the Lender. The amount of each month's deposit is set forth in Exhibit D to this Instrument (the "Principal Reserve Schedule").

(b) Neither monthly deposits to the Principal Reserve Fund(s) nor amounts on hand from time to time in the Principal Reserve Fund shall be credited against the principal amount of the Financing Agreement or the Indebtedness. Amounts withdrawn from the Principal Reserve Funds shall be credited against the principal amount of the Indebtedness or interest only as specifically provided in the Reimbursement Agreement.

(c) In the event of a partial prepayment of principal of the Financing Agreement, the amount of each scheduled deposit to the Principal Reserve Funds which is due after the effective date of the prepayment shall be adjusted automatically to equal the amount of principal that would be payable on the due date of that deposit if:

- (1) the remaining principal amount of the Financing Agreement bore interest at an annual rate of 6.66%,
- (2) the remaining principal amount of the Finance Agreement was repayable in a number of equal monthly installments of principal and interest equal to Three Hundred Sixty (360) months minus the number of scheduled installments of interest that have become due under the Financing Agreement since the date of this Instrument and on or before the effective date of the prepayment, and
- (3) the first such equal monthly installment was due on the due date of the first regularly scheduled installment of interest payable under the Financing Agreement after the effective date of the prepayment.

Borrower shall execute any amendment to this Instrument deemed necessary by Lender to reflect such adjustment.

(d) All sums deposited into and interest earned on the Principal Reserve Fund shall be held and disbursed in accordance with the Reimbursement Agreement.

50. SENIOR HOUSING.

(a) The Mortgaged Property will be used as an adult congregate care and assisted living facility (the "Intended Use").

(b) **Additional Definitions.**

- (1) The term "Mortgaged Property" shall also include, where applicable, payments received from occupants, payment of second party charges added to base rental income, or monthly service or occupancy fees, base and/or additional meal sales, payments received from commercial operations located on the Mortgaged Property or provided as a service to the occupants of the Mortgaged Property, rental from guest suites, seasonal lease charges, rental payment under furniture leases, income from laundry service, and fees from any and all other services provided to third parties in

connection with the Mortgaged Property, together with the following items: licenses and contracts, all rights to payments from Medicare or Medicaid programs or similar federal, state or local programs or agencies, if any, and rights to payment from residents or private insurers, arising from the operation of the Mortgaged Property, whether as a community residential, independent living, adult congregate care, assisted living or skilled nursing care facility, all personal property acquired by Borrower after the date of this Instrument in connection with the ownership and operation of the Mortgaged Property as such a facility, utility deposits, unearned premiums, accrued, accruing or to accrue under insurance policies obtained by the Borrower now or in the future and all proceeds of any conversion of the Mortgaged Property or any part of it including replacements and additions thereto.

- (2) The term "Lease" shall also include any occupancy agreements pertaining to occupants of the Mortgaged Property, including both residential and commercial agreements, if any, and patient admission or resident care agreement.
 - (3) The term "Hazardous Materials" shall also include any medical products or devices, including, those materials defined as "medical waste" or "biological waste" under relevant statutes or regulations pertaining to hazardous materials law.
- (c) In addition to those representations and warranties contained in the Instrument, Borrower hereby represents and warrants to Lender as follows:
- (1) Borrower has obtained (in its own name and/or in the relevant operator's or manager's name, if any, and in any event in the name of the person(s) as required under all applicable legal requirements) all licenses, permits, certificates, approvals or authorizations necessary to use and operate the Mortgaged Property for its Intended Use (collectively, the "Licenses"), and all such Licenses are in full force and effect. The use being made of the Mortgaged Property is in conformity in all respects with the certificate of occupancy and/or Licenses for such property and any other restrictions, covenants or conditions affecting such property. The Mortgaged Property contains all equipment

necessary to use and operate such property for its Intended Use.

- (2) Borrower and the Mortgaged Property (and its operation) are in compliance in all material respects with the applicable provisions of all laws, statutes, regulations, ordinances, orders, standards, restrictions and rules of any federal, state or local government or quasi-governmental body, agency, board or authority having jurisdiction over the operation of the Mortgaged Property, including: (A) health care and fire safety codes; (B) laws regulating the handling and disposal of medical or biological waste; (C) the applicable provisions of all laws, rules, regulations and published interpretations thereof to which the Borrower or the Mortgaged Property is subject by virtue of its Intended Use; and (D) all criteria established to classify the Mortgaged Property as housing for older persons under Fair Housing Amendments Act of 1988.
- (3) Borrower does not currently participate in any Medicaid or Medicare programs or any other third party payors' programs, or other similar provider payment programs in connection with the operation of the Mortgaged Property.
- (4) Borrower and the Mortgaged Property are not subject to any proceeding, suit or investigation by any federal, state or local government or quasi-government body, or agency or any other administrative or investigative body, and Borrower has received no notice from any such agency which may result in the imposition of a fine, or alternative, interim or final sanction, would have a material adverse effect on Borrower or the operation of the Mortgaged Property, would result in the appointment of a receiver or manager, would affect Borrower's ability to accept and/or retain residents, or would result in the revocation, transfer, surrender, suspension or other impairment of any License for the Mortgaged Property.
- (5) Neither the execution and delivery of the Note, the Instrument or any other loan documents, Borrower's performance thereunder, the recordation of the Instrument, nor the exercise of any remedies by Lender, will adversely affect the Licenses.

- (6) Borrower is not a participant in any federal program whereby any federal, state or local government or quasi-governmental body or agency may have the right to recover funds by reason of the advance of federal funds. Borrower has received no notice of, and is not aware of, any violation of applicable antitrust laws.
- (7) In the event any existing management agreement is terminated or Lender acquires the Mortgaged Property through foreclosure or otherwise, neither Borrower, Lender, any subsequent manager, nor any subsequent purchaser (through foreclosure or otherwise) must obtain a certificate of need from any applicable state health care regulatory authority or agency (other than giving such notice required under the applicable state law or regulation) prior to applying for any applicable License to continue to operate the Mortgaged Property for its Intended Use, provided that no service or the unit compliment is changed.
- (d) Borrower shall furnish to Lender, within ten (10) days after receipt by Borrower, any operator or any manager, any and all notices from any licensing and/or certifying agency that any License is being downgraded to a substandard category, revoked, or suspended, or that action is pending or being considered.
- (e) Borrower shall furnish to Lender, within ten (10) days after receipt, a copy of any licensing agency survey or report and any statement of deficiencies, and within the time period required by the particular agency for furnishing a plan of correction, shall furnish to Lender a copy of the plan of correction. Borrower shall correct any deficiency, the curing of which is a condition of continued licensure, by the date required for cure by such agency.
- (f) Upon Lender's request, Borrower shall furnish to Lender true and correct copies of all residency and resident care agreements related to the Mortgaged Property.
- (g) Borrower shall operate in a manner such that all applicable Licenses shall remain in full force and effect.
- (h) Without the prior written consent of Lender, which may be granted or withheld in its discretion, Borrower shall not, and shall not permit any operator or manager at the Mortgaged Property to, participate in Medicare and Medicaid, or any provider agreement under Medicare and Medicaid, or accept any residents whose

ability to reside in the Mortgaged Property requires that Borrower, the Mortgaged Property or any operator or manager participate in Medicare, Medicaid or any similar provider program.

- (i) Borrower shall not, and shall not allow any operator or manager to:
- (A) transfer any License to any location other than the Mortgaged Property,
 - (B) pledge any License as collateral security for any other loan or indebtedness;
 - (C) rescind, withdraw, modify, or otherwise alter any License if doing so would have a material affect on the Mortgaged Property; or
 - (D) pledge any receivables as collateral security for any other loan or indebtedness.
- (j) The Mortgaged Property constitutes but one business enterprise and shall be deemed to be "single asset real estate" for purposes of the provisions of Section 362 of the U.S. Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Code").

51. ASSIGNMENT OF SERVICE CONTRACTS.

- (a) In addition to the provisions of the Instrument, Borrower hereby assigns to Lender all of its right, title and interest in and to the following described contracts (together with any future contracts for services at the Mortgaged Property, the "Contracts"):
- 1) Payphone Service Agreement dated May 27, 1998, entered into with Ameritech.
 - 2) Enovative Energy Service Agreement dated September 15, 1998, entered into with Inlon Energy Services, Inc.
 - 3) Agreement with IKON Office Solutions Inc. dated November 1, 1996.
 - 4) Maintenance Agreement with IKON Office Solutions Inc. dated January 21, 1997.
 - 5) Agreement with IKON Office Solutions Inc. dated November 27, 1996.
 - 6) Payphone Service Agreement with Ameritech dated April 11, 1997.
 - 7) Elevator Maintenance Agreement with US Elevator Corporation dated September 19, 1994.

- (b) If an Event of Default exists, Lender shall have the right to exercise all the rights under the Contracts that Borrower would have as owner of the Mortgaged Property. Lender does not assume any obligations or duties of the Borrower concerning the Contracts until and unless Lender shall exercise its rights under this subsection.
- (c) Borrower irrevocably constitutes and appoints Lender as the Borrower's attorney-in-fact to demand, receive and enforce the Borrower's rights with respect to the Contracts, to give appropriate receipts, releases and satisfactions on Borrower's behalf and to do any and all acts in Borrower's name or in the name of Lender with the same force and effect as Borrower could do if this assignment had not been made. This appointment shall be deemed to be coupled with an interest and irrevocable.
- (d) Borrower represents and warrants to Lender that (1) the Contracts are assignable and no previous assignment of Borrower's interest in the Contracts has been made; and (2) the Contracts are in full force and effect in accordance with their respective terms and to its knowledge there are no defaults under any of the Contracts. Borrower shall fully perform all of its obligations under the Contracts, and Borrower shall not amend, modify, assign, pledge, or otherwise encumber its interests in any of the Contracts so long as this assignment is in effect, or consent to any transfer, assignment or other disposition of its interests in any Contract without the prior written approval of Lender. A default by Borrower under any Management Agreement, Food Service Agreement or Health Services Agreement, if any, for the Mortgaged Property or a breach of this assignment, which continues beyond the expiration of any applicable cure period, shall constitute an Event of Default.
- (e) Any Management Agreement, Food Service Agreement or Health Services Agreement, if any, entered into by Borrower, shall provide that it shall be terminable, at Lender's option, upon the occurrence of an Event of Default.

52. ADDITIONAL DEFAULTS. The following shall also constitute an Event of Default under the Instrument:

- (a) Borrower's failure within the time deadlines set by any federal, state or local licensing or similar agency, to correct any deficiency that may cause any action by such agency with respect to the Mortgaged Property that may have a material adverse affect on the

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income or operation of the Mortgaged Property or on Borrower's interest in the Mortgaged Property, including, a termination, revocation or suspension of any applicable License, or a ban on new resident admissions.

- (b) Borrower's failure to do any of the following without the prior written consent of Lender, to be granted or withheld in its discretion: (1) operate the Mortgaged Property as its Intended Use; or (2) provide facilities and services normally associated with its Intended Use.
- (c) (1) non residential rental space in the Mortgaged Property exceeds ten percent (10%) of the net rental area; (2) the Mortgaged Property is no longer classified as housing for older persons pursuant to the Fair Housing Amendments Act of 1988; (3) Borrower participates, or permits the manager, operator or any resident at the Mortgaged Property to participate in Medicare, Medicaid, or any similar or successor payment provider plan; or (4) skilled nursing care (A) is provided in a number of units exceeding twenty-five percent (25%) of the total number of units at the Mortgaged Property or (B) accounts for more than twenty-five percent (25%) of the total annual gross income of the Mortgaged Property.

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EXHIBIT "C"

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RIVER OAKS PARTNERS (HERITAGE) DEPRECIATION EXPENSE REPORT

as of 12/31/1998

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SYS No	Ext	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Prior Thru Depreciation	Accum Depreciation This Run	Current Year to Date	Curr Accum Depreciation Key
Book: Internal FY: December											
000001	000	05/07/97	1444543.30	McDep	R 00 00	0.00	1444543.30	11/98	0.00	0.00	0.00
											57 Land
000002	000	05/07/97	302653.85	McDep	R 00 00	0.00	302653.85	11/98	0.00	0.00	0.00
											1997 Step Up IPO (Purchase Price)
000003	000	05/07/97	77990.40	McDep	R 00 00	0.00	77990.40	11/98	0.00	0.00	0.00
											1997 Step Up IPO (Minority Interest)
000006	000	05/07/97	22138235.15	SLMM	R 41 04	0.00	22138235.15	11/98	349570.09	44633.54	535602.46
											256 Units
000007	000	05/07/97	-56570.73	SLMM	R 41 04	0.00	-56570.73	11/98	-799.96	-114.06	-1363.65
											City of DesPlaines Maint Bond Refund
000009	000	05/07/97	233398.45	SLMM	R 41 04	0.00	233398.45	11/98	1426.05	470.57	5646.74
											Contra Development Costs
000009	000	05/07/97	2723884.61	SLMM	R 41 04	0.00	2723884.61	11/98	40505.34	5491.71	65900.44
											1997 Step Up IPO (Purchase Price)
000010	000	05/07/97	701913.60	SLMM	R 41 04	0.00	701913.60	11/98	11901.63	1415.15	16381.78
											1997 Step Up IPO (Minority Interest)
000011	000	05/07/97	51921.51	SLMM	R 41 04	0.00	51921.51	11/98	25653.23	104.69	1256.17
											256 Units
000012	000	05/07/97	6282.73	SLMM	R 41 04	0.00	6282.73	11/98	2477.07	12.67	152.00
											4th Quarter, 1993
000013	000	05/07/97	1201400.02	SLMM	R 41 04	0.00	1201400.02	11/98	18652.39	2422.13	29056.13
											1st Quarter, 1994
000014	000	05/07/97	-72216.53	SLMM	R 41 04	0.00	-72216.53	11/98	-1114.61	-145.60	-1747.18
											2nd Quarter, 1994 (Subtractions)
000015	000	05/07/97	-63616.17	SLMM	R 41 04	0.00	-63616.17	11/98	-999.62	-128.26	-1539.10
											4th Quarter, 1994 (Subtractions)
000016	000	05/07/97	67103.82	SLMM	R 41 04	0.00	67103.82	11/98	1073.86	135.29	1623.48
											4th Quarter, 1994 (Additions)
000017	000	05/07/97	-1561.28	SLMM	R 41 04	0.00	-1561.28	11/98	-24.32	-3.15	-37.77
											1st Quarter, 1995 (Subtractions)
000019	000	05/07/97	2071.29	SLMM	R 41 04	0.00	2071.29	11/98	32.71	4.18	50.11
											2nd Quarter, 1995 (Additions)
000019	000	05/07/97	-125463.23	SLMM	R 41 04	0.00	-125463.23	11/98	-1971.44	-252.95	-3035.40
											3rd Quarter, 1995 (Subtractions)
000020	000	05/07/97	1824.78	SLMM	R 41 04	0.00	1824.78	11/98	28.65	3.68	44.15
											3rd Quarter, 1995 (Additions)
000021	000	05/07/97	6570.97	SLMM	R 03 08	0.00	6570.97	11/98	1171.12	149.34	1792.08
											4th Quarter, 1995 (Additions)
000022	000	05/07/97	660.08	SLMM	R 04 02	0.00	660.08	11/98	103.44	13.21	158.42
											2nd Quarter, 1996 (Additions)
000023	000	05/07/97	8801.06	SLMM	R 04 05	0.00	8801.06	11/98	1301.26	166.06	1992.69
											3rd Quarter, 1996 (Additions)
000024	000	05/07/97	2511.29	SLMM	R 04 08	0.00	2511.29	11/98	351.37	44.85	538.13
											4th Quarter, 1996 (Additions)
000025	000	10/01/97	7506.61	SLMM	R 07 00	0.00	7506.61	11/98	268.08	89.37	1072.37
											Scheduled Refurbishments to 3/97
000026	000	12/31/97	5866.93	SLMM	R 07 00	0.00	5866.93	11/98	0.00	69.85	338.13
											Scheduled Refurbishments - 4th Qrt

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RIVER OAKS PARTNERS (HERITAGE) DEPRECIATION EXPENSE REPORT

as of 12/31/1998

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SYS No	Ext	In Svc Date	Acquired Value	Dep. Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Prior Accum Thru Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation Key
000027	000	12/06/98	480.41	SLMM	P 07 00	0.00	480.41 11/98	0.00	5.72	52.31	52.31
		Apt 331 Vinyl Kitchen Floor									
000028	000	12/06/98	480.41	SLMM	P 07 00	0.00	480.41 11/98	0.00	5.72	52.31	52.31
		Apt 426 Vinyl Kitchen Floor									
000029	000	12/06/98	449.62	SLMM	P 07 00	0.00	449.62 11/98	0.00	5.35	58.33	58.33
		Apt 309 Vinyl Kitchen Floor									
000030	000	12/20/98	422.00	SLMM	P 07 00	0.00	422.00 11/98	0.00	5.02	50.24	50.24
		Apt 101 Vinyl Kitchen Floor									
000031	000	12/20/98	487.00	SLMM	P 07 00	0.00	487.00 11/98	0.00	5.79	57.38	57.38
		Apt 309 Vinyl Kitchen Floor									
000032	000	12/20/98	487.00	SLMM	P 07 00	0.00	487.00 11/98	0.00	5.79	57.38	57.38
		Apt 416 Vinyl Kitchen Floor									
000033	000	12/20/98	723.09	SLMM	P 07 00	0.00	723.09 11/98	0.00	3.60	36.08	36.08
		Apt 521 Carpet									
000034	000	12/20/98	640.10	SLMM	P 07 00	0.00	640.10 11/98	0.00	7.62	76.20	76.20
		Apt 521 Carpet									
000035	000	12/20/98	444.50	SLMM	P 07 00	0.00	444.50 11/98	0.00	5.23	52.32	52.32
		Apt 221 Carpet									
000036	000	12/20/98	469.00	SLMM	P 07 00	0.00	469.00 11/98	0.00	5.53	55.33	55.33
		Apt 526 Vinyl Kitchen Floor									
000037	000	12/20/98	775.00	SLMM	P 07 00	0.00	775.00 11/98	0.00	9.22	92.26	92.26
		Apt 526 Vinyl Kitchen Floor									
000038	000	03/06/98	723.09	SLMM	P 07 00	0.00	723.09 11/98	0.00	8.61	36.08	36.08
		Apt 724 Carpet									
000039	000	03/06/98	469.00	SLMM	P 07 00	0.00	469.00 11/98	0.00	5.53	55.33	55.33
		Apt 207 Vinyl Kitchen Floor									
000040	000	03/06/98	711.21	SLMM	P 07 00	0.00	711.21 11/98	0.00	3.47	34.57	34.57
		Apt 724 Carpeting									
000041	000	03/06/98	397.00	SLMM	P 07 00	0.00	397.00 11/98	0.00	4.73	47.25	47.25
		Apt 724 Carpet									
000042	000	03/06/98	640.10	SLMM	P 07 00	0.00	640.10 11/98	0.00	7.62	76.20	76.20
		Apt 724 Carpet									
000043	000	03/06/98	402.93	SLMM	P 07 00	0.00	402.93 11/98	0.00	4.30	47.97	47.97
		Apt 724 Carpet									
000044	000	03/05/98	414.92	SLMM	P 07 00	0.00	414.92 11/98	0.00	4.94	49.40	49.40
		Apt 202 Carpet									
000045	000	03/05/98	469.00	SLMM	P 07 00	0.00	469.00 11/98	0.00	5.53	55.33	55.33
		Apt 724 Carpet									
000046	000	03/05/98	604.61	SLMM	P 07 00	0.00	604.61 11/98	0.00	7.20	71.98	71.98
		Apt 1020 Carpet									
000047	000	03/05/98	640.10	SLMM	P 07 00	0.00	640.10 11/98	0.00	7.62	76.20	76.20
		Apt 421 Carpet									
000048	000	03/05/98	616.38	SLMM	P 07 00	0.00	616.38 11/98	0.00	7.34	73.38	73.38
		Apt 1013 Carpet									
000049	000	03/05/98	414.92	SLMM	P 07 00	0.00	414.92 11/98	0.00	4.94	49.40	49.40
		Apt 205 Carpet									
000050	000	03/06/98	1043.14	SLMM	P 07 00	0.00	1043.14 11/98	0.00	12.42	124.18	124.18
		Apt 708 Carpet									
000051	000	03/12/98	1043.14	SLMM	P 07 00	0.00	1043.14 11/98	0.00	12.42	124.18	124.18

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RIVER OAKS PARTNERS (HERITAGE) DEPRECIATION EXPENSE REPORT 99510764

as of 12/31/1998

SYS No	Ext	In Svc Date	Acquired Value	Dep Meth	P Est	Life	Salvage/ Sect 179	Depreciable Basis	Prev Prior Thru Depreciation	Accum Depreciation This Run	Current Year to Date	Curr Accum Depreciation Key		
		Apt 509 Carpet												
000052	000	03/13/98	995.92	SLMM	P	07	00	0.00	995.92	11/98	0.00	11.36	113.56	113.56
		Apt 217 Carpet												
000053	000	03/13/98	487.00	SLMM	P	07	00	0.00	487.00	11/98	0.00	5.30	57.98	57.98
		Apt 509 Vinyl Floor												
000054	000	03/13/98	1043.14	SLMM	P	07	00	0.00	1043.14	11/98	0.00	12.41	111.77	111.77
		Apt 1008 carpet												
000055	000	03/13/98	723.09	SLMM	P	07	00	0.00	723.09	11/98	0.00	8.60	77.47	77.47
		Apt 523 Carpet												
000056	000	03/25/98	640.10	SLMM	P	07	00	0.00	640.10	11/98	0.00	7.62	68.58	68.58
		Apt 504 Carpet												
000057	000	05/07/97	987.51	SLMM	P	08	04	0.00	987.51	11/98	77.14	9.38	113.50	195.54
		1 Washer-Extractor												
000058	000	05/07/97	84.15	SLMM	P	01	04	0.00	84.15	11/98	41.57	0.00	42.09	83.65
		American Hotel Register												
000059	000	05/07/97	395.25	SLMM	P	01	05	0.00	395.25	11/98	392.34	0.00	497.36	389.70
		American Hotel Register												
000060	000	05/07/97	211.96	SLMM	P	01	06	0.00	211.96	11/98	92.90	0.00	117.76	210.66
		American Hotel Register												
000061	000	05/07/97	100.49	SLMM	P	01	07	0.00	100.49	11/98	41.73	0.00	58.19	99.91
		American Hotel Register												
000062	000	05/07/97	150.90	SLMM	P	01	04	0.00	150.90	11/98	74.49	0.00	75.45	149.34
		1 Janitor Cart												
000063	000	05/07/97	80.20	SLMM	P	01	04	0.00	80.20	11/98	39.55	0.00	40.10	79.65
		1 Platform Truck												
000064	000	05/07/97	8.59	SLMM	P	01	04	0.00	8.59	11/98	4.29	0.00	4.30	8.59
		1 Maid Caddy												
000065	000	05/07/97	15.55	SLMM	P	01	04	0.00	15.55	11/98	7.64	0.00	7.78	15.42
		1 Barrel Dolly												
000066	000	05/07/97	757.12	SLMM	P	01	06	0.00	757.12	11/98	331.73	0.00	420.62	752.35
		2 Luggage Carts												
000067	000	05/07/97	126.15	SLMM	P	01	04	0.00	126.15	11/98	62.24	0.00	63.08	125.32
		6 Combo Pails												
000068	000	05/07/97	34.55	SLMM	P	01	04	0.00	34.55	11/98	17.08	0.00	17.24	34.36
		6 Double Pails												
000069	000	05/07/97	806.52	SLMM	P	01	06	0.00	806.52	11/98	353.42	0.00	443.07	801.49
		6 Vacuums												
000070	000	05/07/97	522.20	SLMM	P	01	06	0.00	522.20	11/98	228.35	0.00	290.11	518.96
		1 Carpetriever												
000071	000	05/07/97	445.16	SLMM	P	01	06	0.00	445.16	11/98	195.08	0.00	247.31	442.39
		1 Matador Floor machine												
000072	000	05/07/97	346.47	SLMM	P	01	06	0.00	346.47	11/98	151.79	0.00	192.48	344.27
		1 Tip & Pour Pac												
000073	000	05/07/97	658.32	SLMM	P	01	06	0.00	658.32	11/98	288.52	0.00	365.73	654.25
		1 Castex Magnum-Elton Corp.												
000074	000	05/07/97	3837.32	SLMM	P	01	06	0.00	3837.32	11/98	1681.52	0.00	2131.85	3813.37
		Wink Davis Equip												
000075	000	05/07/97	68.92	SLMM	P	01	05	0.00	68.92	11/98	30.19	0.00	38.23	68.42
		Bonus Electric-Dryer												

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RIVER OAKS PARTNERS (HERITAGE) DEPRECIATION EXPENSE REPORT

99510764

as of 12/31/1998

SYS No	Ext	In Svc Date	Acquired Value	Dep Meth	P Est Life	Salvage/ Sect 179	Depreciable Basis	Prev Prior Thru Depreciation	Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation Key
4 Lamps & Credenza												
000101	000	05/07/97	144.59	SLMM	P 01 04	0.00	144.59	11/98	71.37	0.00	72.30	143.67
3 Lamps & Table												
000102	000	05/07/97	346.19	SLMM	P 01 04	0.00	346.19	11/98	417.77	0.00	423.10	340.37
3 Sofas												
000103	000	05/07/97	135.98	SLMM	P 01 04	0.00	135.98	11/98	67.16	0.00	67.99	135.15
60 (Ly) Fabric- Sofas												
000104	000	05/07/97	232.47	SLMM	P 01 04	0.00	232.47	11/98	139.46	0.00	141.24	230.70
2 Lounge Chairs												
000105	000	05/07/97	173.14	SLMM	P 01 04	0.00	173.14	11/98	95.49	0.00	96.57	172.06
17 (Ly) fabric-Lounge Chairs												
000106	000	05/07/97	519.17	SLMM	P 01 04	0.00	519.17	11/98	255.76	0.00	259.09	514.35
2 Loveseats												
000107	000	05/07/97	255.47	SLMM	P 01 04	0.00	255.47	11/98	126.13	0.00	127.74	253.37
33.5 (Ly) Fabric-Loveseat												
000108	000	05/07/97	558.69	SLMM	P 01 04	0.00	558.69	11/98	275.31	0.00	279.35	555.16
3 Occasional Chairs												
000109	000	05/07/97	72.44	SLMM	P 01 04	0.00	72.44	11/98	35.30	0.00	36.22	72.02
15 (Ly) Fabric-Occasional chair												
000110	000	05/07/97	408.01	SLMM	P 01 04	0.00	408.01	11/98	201.47	0.00	204.01	405.48
8 Game Chairs												
000111	000	05/07/97	92.17	SLMM	P 01 04	0.00	92.17	11/98	45.47	0.00	46.09	91.56
9 (Ly) Fabric-Game Chairs												
000112	000	05/07/97	1437.03	SLMM	P 01 04	0.00	1437.03	11/98	709.41	0.00	719.52	1427.33
5 Loveseats												
000113	000	05/07/97	655.30	SLMM	P 01 04	0.00	655.30	11/98	323.54	0.00	327.65	651.19
86 (Ly) Fabric-Loveseat												
000114	000	05/07/97	533.75	SLMM	P 01 04	0.00	533.75	11/98	263.46	0.00	266.98	530.36
4 Lounge Chairs												
000115	000	05/07/97	243.40	SLMM	P 01 04	0.00	243.40	11/98	120.20	0.00	121.70	241.90
42 (Ly) Fabric-Lounge Chair												
000116	000	05/07/97	368.51	SLMM	P 01 04	0.00	368.51	11/98	181.97	0.00	184.26	366.23
6 Game Table Chairs												
000117	000	05/07/97	306.48	SLMM	P 01 04	0.00	306.48	11/98	151.32	0.00	153.24	304.56
28 (Ly) fabric-Game Chair												
000118	000	05/07/97	161.86	SLMM	P 01 04	0.00	161.86	11/98	79.95	0.00	80.93	160.88
2 Game Tables												
000119	000	05/07/97	40.53	SLMM	P 01 04	0.00	40.53	11/98	19.97	0.00	20.27	40.24
1 Occasional Table												
000120	000	05/07/97	279.79	SLMM	P 01 04	0.00	279.79	11/98	138.14	0.00	139.90	279.04
4 End Tables												
000121	000	05/07/97	574.04	SLMM	P 01 04	0.00	574.04	11/98	283.37	0.00	287.02	570.39
4 Oval Coffee Tables												
000122	000	05/07/97	134.30	SLMM	P 01 04	0.00	134.30	11/98	66.30	0.00	67.15	133.45
2 Round Coffee Tables												
000123	000	05/07/97	526.62	SLMM	P 01 04	0.00	526.62	11/98	259.97	0.00	263.31	523.28
1 Game Table												
000124	000	05/07/97	754.19	SLMM	P 01 04	0.00	754.19	11/98	372.29	0.00	377.10	749.39
7 End Tables												

RIVER OAKS PARTNERS (HERITAGE) DEPRECIATION EXPENSE REPORT

99510764

as of 12/31/1998

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000125	000	05/07/97	307.62	SLMM	P 01 04	0.00	307.62 11/98	398.56	0.00	403.31	302.47
											2 Consoles
000126	000	05/07/97	236.54	SLMM	P 01 04	0.00	236.54 11/98	116.77	0.00	118.27	235.04
											1 Server
000127	000	05/07/97	153.03	SLMM	P 01 04	0.00	153.03 11/98	78.00	0.00	79.02	157.02
											6 Lamps & Living Room
000128	000	05/07/97	1579.47	SLMM	P 01 04	0.00	1579.47 11/98	779.77	0.00	739.74	1569.51
											40 Chairs
000129	000	05/07/97	193.29	SLMM	P 01 04	0.00	193.29 11/98	95.47	0.00	36.55	192.12
											41 (Ly) Fabric-Sofa
000130	000	05/07/97	39.65	SLMM	P 01 04	0.00	39.65 11/98	44.23	0.00	44.83	39.06
											6 Table Tops-28x50
000131	000	05/07/97	127.43	SLMM	P 01 04	0.00	127.43 11/98	62.37	0.00	63.72	126.59
											12 Table Bases
000132	000	05/07/97	73.94	SLMM	P 01 04	0.00	73.94 11/98	39.00	0.00	39.47	73.47
											6 Table Tops-36x36
000133	000	05/07/97	121.46	SLMM	P 01 04	0.00	121.46 11/98	59.98	0.00	60.73	120.71
											6 Table Bases
000134	000	05/07/97	574.31	SLMM	P 01 04	0.00	574.31 11/98	293.76	0.00	297.41	571.17
											2 Loveseat Tea Tables
000135	000	05/07/97	291.41	SLMM	P 01 04	0.00	291.41 11/98	138.92	0.00	140.71	279.63
											29 (Ly) fabric-Loveseat
000136	000	05/07/97	95.41	SLMM	P 01 04	0.00	95.41 11/98	47.11	0.00	47.71	34.52
											1 Pull-up Chair
000137	000	05/07/97	94.41	SLMM	P 01 04	0.00	94.41 11/98	46.57	0.00	47.21	93.73
											7 (Ly) Fabric-Pull up Chair
000138	000	05/07/97	536.20	SLMM	P 01 04	0.00	536.20 11/98	264.73	0.00	268.10	532.83
											6 Library Table Chairs
000139	000	05/07/97	370.93	SLMM	P 01 04	0.00	370.93 11/98	183.14	0.00	185.47	368.61
											2 Loveseat Tea Tables
000140	000	05/07/97	650.76	SLMM	P 01 04	0.00	650.76 11/98	321.28	0.00	325.38	646.66
											1 Coffee Table
000141	000	05/07/97	229.91	SLMM	P 01 04	0.00	229.91 11/98	113.49	0.00	114.96	228.45
											2 Loveseat Tea Tables
000142	000	05/07/97	65.59	SLMM	P 01 04	0.00	65.59 11/98	32.37	0.00	32.80	65.17
											2 Library Lamp
000143	000	05/07/97	7.75	SLMM	P 01 04	0.00	7.75 11/98	3.82	0.00	3.93	7.75
											1 Library Accent Lamp
000144	000	05/07/97	78.08	SLMM	P 01 04	0.00	78.08 11/98	38.53	0.00	39.04	77.57
											3 Floor Lamps
000145	000	05/07/97	4688.74	SLMM	P 01 04	0.00	4688.74 11/98	2314.73	0.00	2344.37	4659.10
											114 Dining Room Chairs
000146	000	05/07/97	1088.45	SLMM	P 01 04	0.00	1088.45 11/98	537.34	0.00	544.23	1081.57
											91.5 (Ly) Fabric- Dining Chairs
000147	000	05/07/97	262.50	SLMM	P 01 04	0.00	262.50 11/98	129.56	0.00	131.25	260.31
											59 (Ly) Fabric-Dining Chairs
000148	000	05/07/97	3282.53	SLMM	P 01 04	0.00	3282.53 11/98	1620.45	0.00	1641.27	3261.72
											50 Cafe Chairs
000149	000	05/07/97	153.33	SLMM	P 01 04	0.00	153.33 11/98	75.89	0.00	76.92	152.31

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000174	000	05/07/97	777.02	SLMM	P 01 04	0.00	777.02 11/98	333.60	0.00	389.51	772.11
											12 Occasional Chairs
000175	000	05/07/97	149.17	SLMM	P 01 04	0.00	149.17 11/98	73.63	0.00	74.59	149.22
											19 (Ly) Fabric-Occasional Chairs
000176	000	05/07/97	423.48	SLMM	P 01 04	0.00	423.48 11/98	209.04	0.00	211.74	420.79
											38 (Ly) Fabric-Occasional Chairs
000177	000	05/07/97	749.40	SLMM	P 01 04	0.00	749.40 11/98	363.35	0.00	374.70	744.65
											7 Task Chairs
000178	000	05/07/97	39.39	SLMM	P 01 04	0.00	39.39 11/98	44.15	0.00	44.70	38.35
											11 (Ly) Fabric-Task Chairs
000179	000	05/07/97	437.92	SLMM	P 01 04	0.00	437.92 11/98	215.22	0.00	213.95	435.13
											3 Side Chairs
000190	000	05/07/97	246.63	SLMM	P 01 04	0.00	246.63 11/98	121.76	0.00	123.32	245.09
											25 (Ly) Fabric-Side Chairs
000191	000	05/07/97	120.35	SLMM	P 01 04	0.00	120.35 11/98	59.44	0.00	60.13	119.62
											1 Executive Chair
000192	000	05/07/97	441.72	SLMM	P 01 04	0.00	441.72 11/98	213.09	0.00	220.36	433.35
											6 Reception Chairs
000193	000	05/07/97	122.70	SLMM	P 01 04	0.00	122.70 11/98	60.61	0.00	61.35	121.95
											11 (Ly) Fabric-Reception Chair
000194	000	05/07/97	753.75	SLMM	P 01 04	0.00	753.75 11/98	372.05	0.00	375.88	748.94
											1 Conference Table
000185	000	05/07/97	1263.80	SLMM	P 01 04	0.00	1263.80 11/98	623.32	0.00	631.90	1255.32
											7 Admin Desks
000186	000	05/07/97	1057.11	SLMM	P 01 04	0.00	1057.11 11/98	521.32	0.00	528.56	1050.38
											6 Credenzas
000187	000	05/07/97	216.70	SLMM	P 01 04	0.00	216.70 11/98	107.02	0.00	108.35	215.37
											2 Lateral Files
000188	000	05/07/97	262.68	SLMM	P 01 04	0.00	262.68 11/98	129.64	0.00	131.34	260.98
											2 Table Tops
000189	000	05/07/97	66.39	SLMM	P 01 04	0.00	66.39 11/98	32.76	0.00	33.20	65.96
											2 Bases
000190	000	05/07/97	205.46	SLMM	P 01 04	0.00	205.46 11/98	101.40	0.00	102.73	204.13
											1 Executive Desk
000191	000	05/07/97	81.90	SLMM	P 01 04	0.00	81.90 11/98	40.40	0.00	40.95	81.35
											2 Book Cases
000192	000	05/07/97	249.92	SLMM	P 01 04	0.00	249.92 11/98	123.40	0.00	124.96	248.36
											1 Admin "L" Desk
000193	000	05/07/97	1240.16	SLMM	P 01 04	0.00	1240.16 11/98	612.22	0.00	620.08	1232.30
											14 Bookcases
000194	000	05/07/97	554.70	SLMM	P 01 04	0.00	554.70 11/98	273.86	0.00	277.35	551.21
											6 Conf Chairs
000195	000	05/07/97	182.38	SLMM	P 01 04	0.00	182.38 11/98	90.01	0.00	91.19	181.20
											2 Conf Chairs
000196	000	05/07/97	171.39	SLMM	P 01 04	0.00	171.39 11/98	84.63	0.00	85.70	170.33
											2 Exec Chairs
000197	000	05/07/97	361.10	SLMM	P 01 04	0.00	361.10 11/98	173.23	0.00	180.55	358.78
											2 Cbi Ped Chairs
000198	000	05/07/97	352.37	SLMM	P 01 04	0.00	352.37 11/98	173.94	0.00	175.19	350.13

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as of 12/31/1998

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3 Credenzas											
000199	000	05/07/97	1840.76	SLMM	P 31 04	0.00	1840.76 11/98	908.70	0.00	920.38	1329.08
1 Lt Files											
000200	000	05/07/97	472.20	SLMM	P 31 04	0.00	472.20 11/98	233.14	0.00	236.10	469.24
3 Occasional Chairs											
000201	000	05/07/97	120.32	SLMM	P 31 04	0.00	120.32 11/98	59.36	0.00	60.16	119.52
11 (Ly) Fabric-Occas Chair											
000202	000	05/07/97	150.39	SLMM	P 31 04	0.00	150.39 11/98	74.57	0.00	75.50	150.07
2 Accent Chairs											
000203	000	05/07/97	34.59	SLMM	P 01 04	0.00	34.59 11/98	17.08	0.00	17.30	34.38
6 (Ly) Fabric-Accent Chair											
000204	000	05/07/97	124.74	SLMM	P 01 04	0.00	124.74 11/98	61.62	0.00	62.37	123.99
2 Arm Chairs											
000205	000	05/07/97	60.17	SLMM	P 01 04	0.00	60.17 11/98	29.72	0.00	30.09	59.31
6 (Ly) Fabric-Arm Chairs											
000206	000	05/07/97	239.31	SLMM	P 01 04	0.00	239.31 11/98	117.62	0.00	119.16	236.78
2 Benches											
000207	000	05/07/97	195.32	SLMM	P 01 04	0.00	195.32 11/98	96.41	0.00	97.66	194.37
19 (Ly) Fabric-Benches											
000208	000	05/07/97	1278.58	SLMM	P 01 04	0.00	1278.58 11/98	631.18	0.00	639.29	1270.47
7 Benches											
000209	000	05/07/97	90.24	SLMM	P 01 04	0.00	90.24 11/98	44.54	0.00	45.12	89.66
8 (Ly) Fabric-Benches											
000210	000	05/07/97	90.24	SLMM	P 01 04	0.00	90.24 11/98	44.54	0.00	45.12	89.66
8 (Ly) Fabric-Benches											
000211	000	05/07/97	124.08	SLMM	P 01 04	0.00	124.08 11/98	61.27	0.00	62.04	123.27
11 (Ly) Fabric-Benches											
000212	000	05/07/97	207.83	SLMM	P 01 04	0.00	207.83 11/98	102.65	0.00	103.92	206.57
8 Employee Dining Chairs											
000213	000	05/07/97	47.58	SLMM	P 01 04	0.00	47.58 11/98	23.48	0.00	23.79	47.27
9 (Ly) fabric Empl Dng Chairs											
000214	000	05/07/97	182.99	SLMM	P 01 04	0.00	182.99 11/98	90.32	0.00	91.50	181.82
3 Consoles											
000215	000	05/07/97	139.57	SLMM	P 01 04	0.00	139.57 11/98	68.87	0.00	69.79	138.66
1 Oval Coffee Table-Mail											
000216	000	05/07/97	215.47	SLMM	P 01 04	0.00	215.47 11/98	106.39	0.00	107.74	214.13
2 Side Tables											
000217	000	05/07/97	171.57	SLMM	P 01 04	0.00	171.57 11/98	84.71	0.00	85.79	170.50
1 Console & Secondary E											
000218	000	05/07/97	945.26	SLMM	P 01 04	0.00	945.26 11/98	466.67	0.00	472.63	939.30
1 Console & Mail Room											
000219	000	05/07/97	83.99	SLMM	P 01 04	0.00	83.99 11/98	41.42	0.00	42.00	83.42
2 Mirrors & Console											
000220	000	05/07/97	38.17	SLMM	P 01 04	0.00	38.17 11/98	18.88	0.00	19.09	37.97
1 Mirror & Console-Sec											
000221	000	05/07/97	1343.99	SLMM	P 01 04	0.00	1343.99 11/98	663.47	0.00	672.00	1335.47
987 (Ly) Finish/Vinyl											
000222	000	05/07/97	299.69	SLMM	P 01 04	0.00	299.69 11/98	147.42	0.00	149.35	296.77
1 Lt Accessory											

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RIVER OAKS PARTNERS (HERITAGE) DEPRECIATION EXPENSE REPORT

as of 12/31/1998

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SYS No	Ext	In Svc Date	Acquired Value	Dep Meth	P Est	T Life	Salvage/ Sect 179	Depreciable Basis	Prev Prior Accum Thru Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation Key	
000203	000	05/07/97	389.70	SLMM	P	01 04	0.00	389.70	11/98	192.35	0.00	194.95	387.20
													1 Lt Accessory
000204	000	05/07/97	72.21	SLMM	P	01 04	0.00	72.21	11/98	35.65	0.00	36.11	71.76
													1 Lt Accessory
000205	000	05/07/97	112.53	SLMM	P	01 04	0.00	112.53	11/98	55.54	0.00	56.27	111.91
													1 Lt Accessory
000206	000	05/07/97	107.40	SLMM	P	01 04	0.00	107.40	11/98	53.04	0.00	53.70	106.74
													1 Lt Accessory
000207	000	05/07/97	41.23	SLMM	P	01 04	0.00	41.23	11/98	40.09	0.00	40.62	30.71
													1 Lt Accessory
000208	000	05/07/97	533.59	SLMM	P	01 04	0.00	533.59	11/98	253.41	0.00	256.90	530.21
													6 Game Chairs
000209	000	05/07/97	166.76	SLMM	P	01 04	0.00	166.76	11/98	82.37	0.00	83.38	165.75
													25 (Ly) Fabric-Game Chairs
000210	000	05/07/97	714.25	SLMM	P	01 04	0.00	714.25	11/98	352.64	0.00	357.13	709.77
													6 Wing Chairs
000211	000	05/07/97	80.37	SLMM	P	01 04	0.00	80.37	11/98	39.70	0.00	40.19	73.99
													3 (Ly) Fabric-Wing Chairs
000212	000	05/07/97	80.03	SLMM	P	01 04	0.00	80.03	11/98	39.47	0.00	40.02	79.49
													3 (Ly) Fabric-Wing Chairs
000213	000	05/07/97	99.91	SLMM	P	01 04	0.00	99.91	11/98	49.30	0.00	49.91	99.21
													11(Ly) Fabric-Wing Chairs
000214	000	05/07/97	329.96	SLMM	P	01 04	0.00	329.96	11/98	162.94	0.00	164.98	327.92
													4 Game Chairs
000215	000	05/07/97	59.42	SLMM	P	01 04	0.00	59.42	11/98	29.33	0.00	29.71	59.04
													7 (Ly) Fabric-Wing Chairs
000216	000	05/07/97	84.24	SLMM	P	01 04	0.00	84.24	11/98	41.57	0.00	42.12	83.69
													1 Game Table
000217	000	05/07/97	163.61	SLMM	P	01 04	0.00	163.61	11/98	80.73	0.00	81.81	162.54
													1 TV Stand
000218	000	05/07/97	112.82	SLMM	P	01 04	0.00	112.82	11/98	55.69	0.00	56.41	112.10
													3 Lamp Tables
000219	000	05/07/97	244.19	SLMM	P	01 04	0.00	244.19	11/98	120.51	0.00	122.10	242.61
													1 Lrg Game Table
000240	000	05/07/97	1682.74	SLMM	P	01 04	0.00	1682.74	11/98	830.70	0.00	841.37	1672.07
													2 Billiard Tables
000241	000	05/07/97	44.22	SLMM	P	01 04	0.00	44.22	11/98	21.84	0.00	22.11	43.95
													3 Table Lamps
000242	000	05/07/97	1800.79	SLMM	P	01 04	0.00	1800.79	11/98	889.04	0.00	900.40	1789.44
													70 Stack Chairs
000243	000	05/07/97	381.63	SLMM	P	01 04	0.00	381.63	11/98	188.37	0.00	190.82	379.19
													4 Folding Tables-72"
000244	000	05/07/97	50.64	SLMM	P	01 04	0.00	50.64	11/98	25.04	0.00	25.32	50.36
													1 Chair Cart
000245	000	05/07/97	770.61	SLMM	P	01 04	0.00	770.61	11/98	380.41	0.00	385.31	765.72
													8 Chaise Lounge Chairs
000246	000	05/07/97	146.61	SLMM	P	01 04	0.00	146.61	11/98	72.38	0.00	73.31	145.69
													4 Side Chairs
000247	000	05/07/97	83.03	SLMM	P	01 04	0.00	83.03	11/98	40.95	0.00	41.52	82.47

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RIVER OAKS PARTNERS (HERITAGE) DEPRECIATION EXPENSE REPORT

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4 Side Tables													
000248	000	05/07/97	4044.80	SLMM	P 01	04	0.00	4044.80	11/98	1996.30	0.00	2022.40	4019.20
Installation-FF&E													
000249	000	05/07/97	2330.31	SLMM	P 01	04	0.00	2330.31	11/98	1150.66	0.00	1165.41	2316.07
55 Chairs													
000250	000	05/07/97	1530.01	SLMM	P 08	04	0.00	1530.01	11/98	119.57	15.30	183.60	303.17
Thomas French													
000251	000	05/07/97	356.57	SLMM	P 08	04	0.00	356.57	11/98	27.35	3.57	42.30	70.65
Howard I Price													
000252	000	05/07/97	327.19	SLMM	P 08	04	0.00	327.19	11/98	64.66	8.28	99.26	163.32
Grey Herron Antiques													
000253	000	05/07/97	11583.05	SLMM	P 08	04	0.00	11583.05	11/98	905.27	115.34	1389.37	2295.24
Callahan & Melville Framing													
000254	000	05/07/97	251.01	SLMM	P 08	04	0.00	251.01	11/98	19.58	2.51	30.12	49.70
City of Chicago													
000255	000	05/07/97	391.14	SLMM	P 08	04	0.00	391.14	11/98	30.58	3.92	46.94	77.52
Barnes & Nobel													
000256	000	05/07/97	3465.29	SLMM	P 08	04	0.00	3465.29	11/98	270.32	34.66	415.34	686.66
Art- Dome Ceiling													
000257	000	05/07/97	3777.14	SLMM	P 08	04	0.00	3777.14	11/98	295.23	37.78	453.26	748.19
Art-Mural-Pool Room													
000258	000	05/07/97	3881.10	SLMM	P 08	04	0.00	3881.10	11/98	303.34	38.32	465.73	769.07
Art-Lobby													
000259	000	05/07/97	910.56	SLMM	P 08	04	0.00	910.56	11/98	69.73	9.11	109.27	179.00
Art-Living Room													
000260	000	05/07/97	742.30	SLMM	P 08	04	0.00	742.30	11/98	60.86	7.43	89.08	145.94
Art-Lobby													
000261	000	05/07/97	361.75	SLMM	P 08	04	0.00	361.75	11/98	28.31	3.62	43.41	71.72
Art-Van Offel													
000262	000	05/07/97	1612.92	SLMM	P 08	04	0.00	1612.92	11/98	126.05	16.13	193.55	319.60
Art-11 Originals													
000263	000	05/07/97	836.62	SLMM	P 08	04	0.00	836.62	11/98	65.36	8.37	100.40	165.76
Art-3 Originals													
000264	000	05/07/97	256.25	SLMM	P 08	04	0.00	256.25	11/98	20.05	2.57	30.75	50.80
Art -1 Original													
000265	000	05/07/97	5511.78	SLMM	P 08	04	0.00	5511.78	11/98	430.79	55.12	661.41	1012.20
Art- Ann Lane Assoc													
000266	000	05/07/97	173.55	SLMM	P 01	04	0.00	173.55	11/98	85.64	0.00	86.78	172.42
Grown Gym Mats													
000267	000	05/07/97	83.20	SLMM	P 01	04	0.00	83.20	11/98	41.03	0.00	41.60	82.63
Adolph Kiefer & Assoc													
000268	000	05/07/97	176.55	SLMM	P 01	04	0.00	176.55	11/98	87.13	0.00	88.28	175.41
2 Air-Dyne Cycles													
000269	000	05/07/97	762.35	SLMM	P 01	04	0.00	762.35	11/98	376.35	0.00	381.18	757.53
1 Stair Treadmill													
000270	000	05/07/97	257.43	SLMM	P 01	04	0.00	257.43	11/98	127.06	0.00	128.72	255.78
1 Stair Stepper													
000271	000	05/07/97	47.14	SLMM	P 01	04	0.00	47.14	11/98	23.32	0.00	23.57	46.89
1 Chair													

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000272	000	05/07/97	200.28	SLMM	P	01 04	0.00	200.28	11/98	98.90	0.00	100.14	199.04
													2 Dressers
000273	000	05/07/97	23.44	SLMM	P	01 04	0.00	23.44	11/98	11.62	0.00	11.32	23.44
													1 Full Headboard
000274	000	05/07/97	165.64	SLMM	P	01 04	0.00	165.64	11/98	81.32	0.00	82.32	164.54
													1 Sleeper
000275	000	05/07/97	47.14	SLMM	P	01 04	0.00	47.14	11/98	23.32	0.00	23.57	46.39
													1 Chair
000276	000	05/07/97	42.62	SLMM	P	01 04	0.00	42.62	11/98	21.06	0.00	21.31	42.37
													1 Cocktail Table
000277	000	05/07/97	42.62	SLMM	P	01 04	0.00	42.62	11/98	21.06	0.00	21.31	42.37
													1 End Table
000278	000	05/07/97	216.22	SLMM	P	01 04	0.00	216.22	11/98	106.78	0.00	109.11	214.39
													3 Night Stands
000279	000	05/07/97	45.03	SLMM	P	01 04	0.00	45.03	11/98	22.23	0.00	22.52	44.75
													1 Full Mattress/Frame
000280	000	05/07/97	45.03	SLMM	P	01 04	0.00	45.03	11/98	22.23	0.00	22.52	44.75
													1 Full Box Spring
000281	000	05/07/97	100.72	SLMM	P	01 04	0.00	100.72	11/98	49.76	0.00	50.36	100.12
													1 Queen Mattress/Frame
000282	000	05/07/97	42.66	SLMM	P	01 04	0.00	42.66	11/98	21.06	0.00	21.33	42.39
													1 Queen Box Spring
000283	000	05/07/97	25.39	SLMM	P	01 04	0.00	25.39	11/98	12.56	0.00	12.70	25.26
													1 Brass Headboard
000284	000	05/07/97	398.60	SLMM	P	01 04	0.00	398.60	11/98	196.79	0.00	199.30	396.09
													2 Entert Centers
000285	000	05/07/97	15.13	SLMM	P	01 04	0.00	15.13	11/98	7.49	0.00	7.64	15.13
													1 Lamp
000286	000	05/07/97	369.12	SLMM	P	01 04	0.00	369.12	11/98	182.21	0.00	184.56	366.77
													Bed & Bath-Guest Room.
000287	000	05/07/97	889.79	SLMM	P	01 04	0.00	889.79	11/98	439.30	0.00	444.90	884.20
													1 Sound System
000288	000	05/07/97	350.42	SLMM	P	01 04	0.00	350.42	11/98	173.00	0.00	175.21	348.21
													5 Marker/Bulletin Easles
000289	000	05/07/97	74.82	SLMM	P	01 05	0.00	74.82	11/98	32.76	0.00	39.61	72.37
													Podium Shipment
000290	000	05/07/97	4337.29	SLMM	P	01 04	0.00	4337.29	11/98	2141.18	0.00	2168.65	4309.33
													Marlinn Restaurant Supply
000291	000	05/07/97	113.81	SLMM	P	01 04	0.00	113.81	11/98	49.84	0.00	56.91	106.75
													Marlinn Restaurant Supply
000292	000	05/07/97	10382.69	SLMM	P	01 04	0.00	10382.69	11/98	5125.61	0.00	5191.35	10316.96
													Edward Don & Company
000293	000	05/07/97	609.37	SLMM	P	01 04	0.00	609.37	11/98	266.99	0.00	304.69	571.68
													Edward Don & Company
000294	000	05/07/97	2668.53	SLMM	P	01 04	0.00	2668.53	11/98	1317.42	0.00	1334.27	2651.59
													Kraft Food Service
000295	000	05/07/97	1064.30	SLMM	P	01 04	0.00	1064.30	11/98	466.36	0.00	532.15	998.51
													Kraft Food Service
000296	000	05/07/97	332.63	SLMM	P	01 04	0.00	332.63	11/98	137.98	0.00	166.32	304.30

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Kraft Food Service											
000297	000	05/07/97	244.48	SLMM	P 01 04	0.00	244.48	11/98 120.74	0.00	122.24	242.98
Kanyon Press(Menus)											
000298	000	05/07/97	473.72	SLMM	P 01 04	0.00	473.72	11/98 207.56	0.00	236.96	444.42
Kanyon Press(Menus)											
000299	000	05/07/97	1172.42	SLMM	P 01 04	0.00	1172.42	11/98 513.71	0.00	586.31	1099.32
Booklab											
000300	000	05/07/97	234.18	SLMM	P 01 06	0.00	234.18	11/98 102.57	0.00	130.10	232.67
B Brother											
000301	000	05/07/97	1004.33	SLMM	P 01 06	0.00	1004.33	11/98 495.35	0.00	508.48	1004.33
Parker Industrials(Padlocks)											
000302	000	05/07/97	16352.77	SLMM	P 08 04	0.00	16352.77	11/98 1279.12	163.53	1962.33	3240.44
Premier Image-Signage											
000303	000	05/07/97	2348.38	SLMM	P 08 06	0.00	2348.38	11/98 179.95	23.03	276.29	456.23
Premier Image-Signage											
000304	000	05/07/97	397.38	SLMM	P 01 07	0.00	397.38	11/98 195.40	0.00	201.48	397.38
1 HP Laser Printer											
000305	000	05/07/97	545.45	SLMM	P 01 07	0.00	545.45	11/98 269.26	0.00	276.19	545.45
1 HP Laser Printer											
000306	000	05/07/97	1582.31	SLMM	P 01 07	0.00	1582.31	11/98 734.60	0.00	847.71	1582.31
Compu Com System, Inc.											
000307	000	05/07/97	1506.90	SLMM	P 01 07	0.00	1506.90	11/98 743.99	0.00	763.01	1506.90
Softa Group, Inc.											
000308	000	05/07/97	623.51	SLMM	P 01 07	0.00	623.51	11/98 307.79	0.00	315.72	623.51
Distinctive Business											
000309	000	05/07/97	2970.40	SLMM	P 01 07	0.00	2970.40	11/98 1466.40	0.00	1504.00	2970.40
Distinctive Business-Copier											
000310	000	05/07/97	1035.44	SLMM	P 01 07	0.00	1035.44	11/98 511.13	0.00	524.31	1035.44
Quip Industries											
000311	000	05/07/97	626.12	SLMM	P 01 07	0.00	626.12	11/98 274.33	0.00	351.79	626.12
Quip Industries											
000312	000	05/07/97	3950.00	SLMM	P 01 07	0.00	3950.00	11/98 1950.00	0.00	2000.00	3950.00
Norman Harvey											
000313	000	05/07/97	191.35	SLMM	P 01 07	0.00	191.35	11/98 83.85	0.00	107.50	191.35
Service Glass Co											
000314	000	05/07/97	289.46	SLMM	P 01 07	0.00	289.46	11/98 142.90	0.00	146.56	289.46
5 19" TV's											
000315	000	05/07/97	60.53	SLMM	P 01 07	0.00	60.53	11/98 29.37	0.00	30.66	60.53
2 Microphones											
000316	000	05/07/97	184.33	SLMM	P 01 07	0.00	184.33	11/98 90.95	0.00	93.38	184.33
2 VCR's											
000317	000	05/07/97	707.32	SLMM	P 01 07	0.00	707.32	11/98 349.21	0.00	358.11	707.32
1 R52151											
000319	000	05/07/97	3161.46	SLMM	P 01 07	0.00	3161.46	11/98 1560.70	0.00	1500.76	3161.46
Centel Phones											
000319	000	05/07/97	1655.47	SLMM	P 01 07	0.00	1655.47	11/98 652.15	0.00	958.43	1610.59
Centel Phones											
000320	000	05/07/97	1249.52	SLMM	P 01 07	0.00	1249.52	11/98 518.39	0.00	723.41	1241.80
Ceramic Planter-Mimosa											

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000321	000	05/07/97	942.28	SLMM	P 01 07	0.00	942.28	11/98	410.33	0.00	529.35	942.28
												Quality Beauty Supply
000322	000	05/07/97	950.31	SLMM	P 01 06	0.00	950.31	11/98	416.68	0.00	529.23	944.91
												Hiram Electrical
000323	000	05/07/97	152.63	SLMM	P 01 06	0.00	152.63	11/98	66.35	0.00	94.30	151.65
												Telephone Adaptor-Active Elect
000324	000	05/07/97	2984.21	SLMM	P 01 06	0.00	2984.21	11/98	1263.33	0.00	1602.34	2966.17
												WW Grainer
000325	000	05/07/97	322.64	SLMM	P 01 06	0.00	322.64	11/98	141.34	0.00	179.25	320.59
												Corp Image of Il
000326	000	05/07/97	155.09	SLMM	P 01 06	0.00	155.09	11/98	67.94	0.00	96.16	154.10
												C&H Distributors
000327	000	05/07/97	120.20	SLMM	P 01 06	0.00	120.20	11/98	52.65	0.00	66.78	119.43
												Thybonny Paint
000328	000	05/07/97	1395.73	SLMM	P 01 06	0.00	1395.73	11/98	607.23	0.00	769.35	1377.08
												AM Keuchmann, Inc.
000329	000	05/07/97	547.30	SLMM	P 01 06	0.00	547.30	11/98	240.08	0.00	304.33	544.41
												Snow Blower-Parker In
000330	000	05/07/97	1115.60	SLMM	P 01 06	0.00	1115.60	11/98	459.90	0.00	619.78	1108.68
												WW Grainer
000331	000	05/07/97	1725.97	SLMM	P 01 06	0.00	1725.97	11/98	756.29	0.00	958.97	1715.16
												Scissor Lift-Paul Reilly
000332	000	05/07/97	377.37	SLMM	P 01 07	0.00	377.37	11/98	156.55	0.00	218.48	375.03
												Security Link
000333	000	05/07/97	170.79	SLMM	P 01 07	0.00	170.79	11/98	70.92	0.00	98.88	169.70
												Anchor Parking
000334	000	05/07/97	39.18	SLMM	P 01 07	0.00	39.18	11/98	16.22	0.00	22.68	38.90
												AM Keuchmann
000335	000	05/07/97	52.99	SLMM	P 01 07	0.00	52.99	11/98	22.00	0.00	30.68	52.68
												WW Grainer
000336	000	05/07/97	189.58	SLMM	P 01 07	0.00	189.58	11/98	78.62	0.00	109.76	188.38
												Meadow Garage Door
000337	000	05/07/97	54.52	SLMM	P 01 07	0.00	54.52	11/98	22.62	0.00	31.5	54.19
												Inland Bros
000338	000	05/07/97	35.87	SLMM	P 01 07	0.00	35.87	11/98	15.76	0.00	20.11	35.37
												Kiln- Chg Metro
000339	000	05/07/97	441.61	SLMM	P 01 07	0.00	441.61	11/98	193.52	0.00	248.09	441.61
												8 Tables-Edward Donn
000340	000	05/07/97	351.12	SLMM	P 01 07	0.00	351.12	11/98	153.82	0.00	197.30	351.12
												2 File Cabinets-Corp Concepts
000341	000	05/07/97	437.49	SLMM	P 01 07	0.00	437.49	11/98	191.72	0.00	245.77	437.49
												Burrows Co-Misc
000342	000	05/07/97	93.54	SLMM	P 01 07	0.00	93.54	11/98	41.03	0.00	52.51	93.54
												2 Chairs-Desk, Inc.
000343	000	05/07/97	970.10	SLMM	P 01 07	0.00	970.10	11/98	425.10	0.00	545.00	970.10
												2 Exam Stools/Tables(Burrow)
000344	000	05/07/97	86.55	SLMM	P 01 07	0.00	86.55	11/98	35.99	0.00	50.11	85.99
												1 Wheel Cart-Mary Hunt
000345	000	05/07/97	374.78	SLMM	P 01 07	0.00	374.78	11/98	164.27	0.00	210.51	374.78

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11 Table Tops											
000346	000	05/07/97	68.95	SLMM	P 01 07	0.00	68.95	11/98	30.19	0.00	38.76 68.35
1 Table Top 42" Office											
000347	000	05/07/97	30.69	SLMM	P 01 06	0.00	30.69	11/98	13.49	0.00	17.05 30.54
1 Table Base											
000348	000	05/07/97	450.94	SLMM	P 01 06	0.00	450.94	11/98	197.57	0.00	250.52 448.09
4 Custom Lrg Chairs											
000349	000	05/07/97	24.91	SLMM	P 01 06	0.00	24.91	11/98	10.84	0.00	13.78 24.62
Flame Finish											
000350	000	05/07/97	331.79	SLMM	P 01 06	0.00	331.79	11/98	145.39	0.00	184.33 329.72
32 (Ly) Fabric-Lrg Chairs											
000351	000	05/07/97	68.71	SLMM	P 01 06	0.00	68.71	11/98	30.11	0.00	38.17 68.29
8 (Ly) Fabric											
000352	000	05/07/97	392.10	SLMM	P 01 06	0.00	392.10	11/98	171.83	0.00	217.83 389.66
4 Conf Chairs											
000353	000	05/07/97	519.33	SLMM	P 01 06	0.00	519.33	11/98	227.84	0.00	298.30 516.64
6 Card Table Chairs											
000354	000	05/07/97	222.03	SLMM	P 01 06	0.00	222.03	11/98	97.27	0.00	123.35 220.62
1 Card Table-2nd Floor											
000355	000	05/07/97	77.95	SLMM	P 01 06	0.00	77.95	11/98	34.16	0.00	43.25 77.41
7 (Ly) Fabric-Cd Chairs											
000356	000	05/07/97	1099.15	SLMM	P 01 06	0.00	1099.15	11/98	481.65	0.00	610.64 1092.29
1 Lt Lamps											
000357	000	05/07/97	127.09	SLMM	P 01 06	0.00	127.09	11/98	55.69	0.00	70.61 126.30
6 Oval Mirrors											
000358	000	05/07/97	32.64	SLMM	P 01 06	0.00	32.64	11/98	14.27	0.00	18.13 32.40
1 Rec Mirror-2nd Floor											
000359	000	05/07/97	45.68	SLMM	P 01 04	0.00	45.68	11/98	20.05	0.00	22.84 42.39
1 Rec Mirror-1st Floor											
000360	000	05/07/97	1294.30	SLMM	P 01 06	0.00	1294.30	11/98	567.14	0.00	719.06 1286.20
7 Drum Tables											
000361	000	05/07/97	395.16	SLMM	P 01 06	0.00	395.16	11/98	173.16	0.00	219.53 392.69
32 (Ly) Fabric											
000362	000	05/07/97	342.01	SLMM	P 01 06	0.00	342.01	11/98	149.92	0.00	190.01 339.93
1 Accent Table											
000363	000	05/07/97	459.84	SLMM	P 01 06	0.00	459.84	11/98	201.47	0.00	255.47 456.94
1 Lt Reuphost											
000364	000	05/07/97	415.30	SLMM	P 01 06	0.00	415.30	11/98	182.21	0.00	231.00 413.21
Schulte											
000365	000	05/07/97	296.66	SLMM	P 01 06	0.00	296.66	11/98	130.03	0.00	164.81 294.84
Callahan & Melville											
000366	000	05/07/97	1130.82	SLMM	P 01 07	0.00	1130.82	11/98	469.17	0.00	654.69 1123.86
Biasco Musical Inst Co											
000367	000	05/07/97	459.18	SLMM	P 01 07	0.00	459.18	11/98	190.55	0.00	265.84 456.39
Levy Company											
000368	000	05/07/97	179.63	SLMM	P 01 08	0.00	179.63	11/98	70.75	8.99	107.78 178.53
Bonus Electrical Co											
000369	000	05/07/97	87.86	SLMM	P 01 08	0.00	87.86	11/98	34.63	4.40	52.72 87.35
Builders Lighting & Design											

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000370	000	05/07/97	649.09	SLMM	P 01	09	0.00	649.09	11/98	255.68	32.46	389.45	645.13
													Lynell Interior, LTD.
000371	000	05/07/97	244.57	SLMM	P 01	07	0.00	244.57	11/98	107.17	0.00	137.40	244.57
													Builders Lighting & Design
000372	000	05/07/97	1069.33	SLMM	P 01	09	0.00	1069.33	11/98	401.15	50.95	611.33	1012.48
													Homemakers-The Village Furniture
000373	000	05/07/97	121.34	SLMM	P 01	10	0.00	121.34	11/98	45.47	5.52	66.19	111.66
													Erickson-The Village Furniture
000374	000	05/07/97	1473.34	SLMM	P 01	10	0.00	1473.34	11/98	552.47	66.97	303.64	1355.11
													Ewing & Doherty-Pump & Blowers
000375	000	05/07/97	225.13	SLMM	P 01	09	0.00	225.13	11/98	34.36	10.78	129.25	214.11
													Robert Floral-Silk Flowers
000376	000	05/07/97	348.80	SLMM	P 01	10	0.00	348.80	11/98	124.80	15.86	190.26	315.06
													Johnson Control-Fire System
000377	000	05/07/97	729.69	SLMM	P 02	00	0.00	729.69	11/98	249.60	30.41	364.35	614.45
													3 Gas Grills
000378	000	05/07/97	468.06	SLMM	P 02	00	0.00	468.06	11/98	153.43	19.51	234.03	387.46
													Fire System
000379	000	05/07/97	1385.34	SLMM	P 02	00	0.00	1385.34	11/98	454.19	57.75	632.92	1147.11
													Mkt Computers
000380	000	05/07/97	378.59	SLMM	P 02	01	0.00	378.59	11/98	119.03	15.15	131.72	300.75
													Skyline Upgrade
000381	000	05/07/97	624.39	SLMM	P 02	02	0.00	624.39	11/98	196.40	24.02	399.18	484.58
													Mimosa-Planters
000382	000	05/07/97	693.75	SLMM	P 02	03	0.00	693.75	11/98	701.94	25.70	308.33	510.27
													Global-Lasejet 4
000383	000	05/07/97	1702.75	SLMM	P 02	05	0.00	1702.75	11/98	477.15	58.72	704.59	1192.34
													Windscreens-Garage
000384	000	05/07/97	666.11	SLMM	P 02	06	0.00	666.11	11/98	180.41	22.21	266.44	446.85
													Power Eagle
000385	000	05/07/97	554.44	SLMM	P 02	08	0.00	554.44	11/98	140.40	17.33	207.92	348.32
													Elect-Hp Laser Ptrc
000386	000	05/07/97	1556.26	SLMM	P 02	08	0.00	1556.26	11/98	406.22	51.76	621.11	1027.32
													Mkt-Software
000387	000	05/07/97	1447.66	SLMM	P 02	09	0.00	1447.66	11/98	344.29	43.87	526.42	870.71
													Deskpro XE Computer(ACT)
000388	000	05/07/97	758.79	SLMM	P 03	00	0.00	758.79	11/98	165.36	21.08	252.93	419.29
													CPQ Computer(Finance)
000389	000	05/07/97	546.68	SLMM	P 03	01	0.00	546.68	11/98	115.91	14.78	177.30	293.21
													CPQ Computer 16/75
000390	000	05/07/97	819.82	SLMM	P 03	07	0.00	819.82	11/98	149.37	19.07	228.79	378.16
													Gateway 2000
000391	000	05/07/97	1931.72	SLMM	P 03	07	0.00	1931.72	11/98	352.01	44.93	539.09	891.10
													Gateway P5-100
000392	000	05/07/97	426.00	SLMM	P 04	00	0.00	426.00	11/98	70.98	8.88	106.50	177.48
													desk Chair-Admin Office
000393	000	05/07/97	9300.15	SLMM	P 04	02	0.00	9300.15	11/98	1456.65	186.01	2232.04	3688.69
													Shuttle Bus
000394	000	05/07/97	508.00	SLMM	P 04	03	0.00	508.00	11/98	78.00	9.97	119.53	197.53

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Reupholster Furniture											
000395	000	05/07/97	565.05	SLMM	P 04 04	0.00	565.05	11/98	85.10	10.97	130.40 215.50
Reupholster Benches											
000396	000	05/07/97	91.53	SLMM	P 04 05	0.00	91.53	11/98	13.49	1.73	20.72 34.31
Balance Reupholster											
000397	000	05/07/97	339.69	SLMM	P 04 05	0.00	339.69	11/98	50.15	6.41	76.31 127.05
Elevator-Reupholster											
000398	000	05/07/97	638.57	SLMM	P 04 05	0.00	638.57	11/98	242.03	30.92	371.30 613.03
CMS System Installation											
000399	000	05/07/97	1448.58	SLMM	P 04 05	0.00	1448.58	11/98	214.93	27.34	327.98 542.01
Computer Stand											
000400	000	05/07/97	3549.28	SLMM	P 04 06	0.00	3549.28	11/98	514.57	65.73	788.73 1303.30
JetFax Fax Machine											
000401	000	05/07/97	4478.06	SLMM	P 04 07	0.00	4478.06	11/98	637.42	91.42	977.03 1614.45
ComEd Energy Tracker											
000402	000	05/07/97	1538.58	SLMM	P 04 08	0.00	1538.58	11/98	215.05	27.48	329.70 544.75
Furniture											
000403	000	05/07/97	2791.37	SLMM	P 04 08	0.00	2791.37	11/98	390.23	49.35	598.15 999.39
Windsor Vacuum											
000404	000	05/07/97	2623.76	SLMM	P 04 11	0.00	2623.76	11/98	348.04	44.48	533.65 981.69
China											
000405	000	05/07/97	847.12	SLMM	P 04 11	0.00	847.12	11/98	112.40	14.36	172.30 284.70
Microwave Oven											
000406	000	05/07/97	1394.19	SLMM	P 05 00	0.00	1394.19	11/98	181.82	23.24	278.84 460.66
Office Chairs											
000407	000	06/11/97	2107.82	SLMM	P 05 00	0.00	2107.82	11/98	245.91	35.13	421.56 667.47
Fryer											
000408	000	08/12/97	484.87	SLMM	P 05 00	0.00	484.87	11/98	40.40	8.09	96.97 137.37
Skyline Upgrade											
000409	000	08/13/97	1111.07	SLMM	P 08 00	0.00	1111.07	11/98	92.60	11.58	138.88 231.48
Garage Screens											
000410	000	11/20/97	2683.52	SLMM	P 05 00	0.00	2683.52	11/98	44.73	44.73	536.70 581.43
Pressure Washer											
000411	000	10/21/97	2684.77	SLMM	P 05 00	0.00	2684.77	11/98	89.50	44.75	536.95 626.45
Carpet Washer											
000412	000	11/01/97	1307.77	SLMM	P 05 00	0.00	1307.77	11/98	43.60	21.80	261.55 305.15
Dispenser											
000413	000	12/31/97	1451.31	SLMM	P 05 00	0.00	1451.31	11/98	0.00	24.19	290.26 290.26
Elevator-Floor											
000414	000	05/07/97	3362.47	SLMM	P 08 10	0.00	3362.47	11/98	252.64	31.73	380.66 633.30
Ann Lane Assoc-Art											
000415	000	05/07/97	1828.19	SLMM	P 08 10	0.00	1828.19	11/98	136.03	17.25	206.97 343.00
Tres Jolie Art											
000416	000	05/07/97	220.43	SLMM	P 08 11	0.00	220.43	11/98	16.22	2.06	24.72 40.94
Callahan & Melville											
000417	000	05/07/97	491.13	SLMM	P 09 02	0.00	491.13	11/98	35.18	4.47	53.58 88.76
Callahan & Melville											
000418	000	05/07/97	0.00	NoDep	R 00 00	0.00	0.00	11/98	0.00	0.00	0.00 0.00
5/7/97 Building											

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000419	000	05/07/97	0.00	NoDep	00	0.00	0.00	11/98	0.00	0.00	0.00	0.00
577-97 Land Improvements												
000420	000	05/07/97	0.00	NoDep	00	0.00	0.00	11/98	0.00	0.00	0.00	0.00
577-97 FFE (Tax)												
000422	000	05/07/97	0.00	NoDep	00	0.00	0.00	11/98	0.00	0.00	0.00	0.00
Tax Minority Interest												
000423	000	04/01/98	723.09	SLMM	00	0.00	723.09	11/98	0.00	3.61	77.47	77.47
#406 Carpet												
000424	000	04/01/98	305.00	SLMM	00	0.00	305.00	11/98	0.00	3.64	32.68	32.68
#703 Kitchen Vinyl												
000425	000	04/01/98	305.00	SLMM	00	0.00	305.00	11/98	0.00	3.64	32.68	32.68
#403 Kitchen Vinyl												
000426	000	04/01/98	305.00	SLMM	00	0.00	305.00	11/98	0.00	3.64	32.68	32.68
#503 Kitchen Vinyl												
000427	000	04/01/98	305.00	SLMM	00	0.00	305.00	11/98	0.00	3.64	32.68	32.68
#713 Kitchen Vinyl												
000428	000	04/01/98	190.00	SLMM	00	0.00	190.00	11/98	0.00	2.27	20.36	20.36
#607 Kitchen Vinyl												
000429	000	04/03/98	305.00	SLMM	00	0.00	305.00	11/98	0.00	3.64	32.68	32.68
#1003 Kitchen Vinyl												
000430	000	04/03/98	305.00	SLMM	00	0.00	305.00	11/98	0.00	3.64	32.68	32.68
#1013 Kitchen Vinyl												
000431	000	04/10/98	604.61	SLMM	00	0.00	604.61	11/98	0.00	7.20	64.78	64.78
#920 Carpeting												
000432	000	04/20/98	444.50	SLMM	00	0.00	444.50	11/98	0.00	5.29	42.33	42.33
#303 Carpeting												
000433	000	04/29/98	604.61	SLMM	00	0.00	604.61	11/98	0.00	7.19	57.58	57.58
#503 Carpeting												
000434	000	04/29/98	805.14	SLMM	00	0.00	805.14	11/98	0.00	9.58	76.68	76.68
#511 Carpeting												
000435	000	04/30/98	525.00	SLMM	00	0.00	525.00	11/98	0.00	6.20	50.00	50.00
#1020 Kitchen Vinyl												
000436	000	05/05/98	314.00	SLMM	00	0.00	314.00	11/98	0.00	3.74	29.01	29.01
5/5 Kitchen Vinyl												
000437	000	05/05/98	305.00	SLMM	00	0.00	305.00	11/98	0.00	3.64	29.05	29.05
#212 Kitchen Vinyl												
000438	000	05/05/98	301.00	SLMM	00	0.00	301.00	11/98	0.00	3.59	28.67	28.67
#216 Kitchen Vinyl												
000439	000	05/15/98	414.92	SLMM	00	0.00	414.92	11/98	0.00	4.94	39.52	39.52
#725 Carpeting												
000440	000	05/18/98	723.09	SLMM	00	0.00	723.09	11/98	0.00	8.60	60.26	60.26
#824 Carpeting												
000441	000	05/01/98	711.20	SLMM	00	0.00	711.20	11/98	0.00	8.47	67.73	67.73
#410 Carpeting												
000442	000	05/01/98	414.92	SLMM	00	0.00	414.92	11/98	0.00	4.94	39.52	39.52
#327 Carpeting												
000443	000	05/01/98	311.00	SLMM	00	0.00	311.00	11/98	0.00	3.71	29.52	29.52
#627 Kitchen Vinyl												
000444	000	05/04/98	400.00	SLMM	00	0.00	400.00	11/98	0.00	4.77	38.10	38.10

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Beauty Shop Blinds												
000445	000	05/21/98	305.00	SLMM	P 07 00	0.00	305.00	11/98	0.00	3.63	25.42	25.42
#817 Kitchen Vinyl												
000446	000	05/21/98	311.00	SLMM	P 07 00	0.00	311.00	11/98	0.00	3.70	25.32	25.32
#817 Kitchen Vinyl												
000447	000	05/31/98	224.00	SLMM	P 07 00	0.00	224.00	11/98	0.00	2.66	19.67	19.67
#201 Kitchen Vinyl												
000448	000	06/03/98	270.00	SLMM	P 07 00	0.00	270.00	11/98	0.00	3.22	22.50	22.50
#327 Kitchen Vinyl												
000449	000	06/03/98	560.00	SLMM	P 07 00	0.00	560.00	11/98	0.00	6.67	46.67	46.67
#1809 Kitchen Vinyl												
000450	000	06/12/98	959.87	SLMM	P 07 00	0.00	959.87	11/98	0.00	11.43	79.99	79.99
#816 Carpet												
000451	000	06/15/98	370.69	SLMM	P 07 00	0.00	370.69	11/98	0.00	4.42	30.39	30.39
#231 Carpet												
000452	000	06/17/98	570.00	SLMM	P 07 00	0.00	570.00	11/98	0.00	6.73	40.72	40.72
#816 Kitchen Vinyl												
000453	000	06/17/98	305.00	SLMM	P 07 00	0.00	305.00	11/98	0.00	3.63	21.79	21.79
#919 Kitchen Vinyl												
000454	000	06/18/98	301.00	SLMM	P 07 00	0.00	301.00	11/98	0.00	3.58	21.50	21.50
Kitchen Floor												
000455	000	06/18/98	301.00	SLMM	P 07 00	0.00	301.00	11/98	0.00	3.58	21.50	21.50
Kitchen Floor												
000456	000	06/22/98	621.80	SLMM	P 07 00	0.00	621.80	11/98	0.00	7.40	44.42	44.42
#1014 Carpet												
000457	000	06/25/98	2400.00	SLMM	P 07 00	0.00	2400.00	11/98	0.00	28.57	171.43	171.43
Porch Awning (2 pymts)												
000458	000	06/27/98	1043.14	SLMM	P 07 00	0.00	1043.14	11/98	0.00	12.41	74.51	74.51
#1009 Carpet												
000459	000	06/17/98	725.87	SLMM	P 05 00	0.00	725.87	11/98	0.00	12.09	72.59	72.59
Washer/Dryer												
000460	000	07/09/98	370.69	SLMM	P 05 00	0.00	370.69	11/98	0.00	6.18	37.07	37.07
New Carpet #326												
000461	000	07/09/98	556.04	SLMM	P 05 00	0.00	556.04	11/98	0.00	9.27	55.60	55.60
New Carpet #203												
000462	000	07/09/98	392.43	SLMM	P 05 00	0.00	392.43	11/98	0.00	6.54	39.24	39.24
New Carpet #602												
000463	000	07/09/98	564.41	SLMM	P 05 00	0.00	564.41	11/98	0.00	9.41	56.44	56.44
New Carpet #1011												
000464	000	07/09/98	409.01	SLMM	P 05 00	0.00	409.01	11/98	0.00	6.82	40.90	40.90
New Carpet #208												
000465	000	07/09/98	409.01	SLMM	P 05 00	0.00	409.01	11/98	0.00	6.82	40.90	40.90
New Carpet #309												
000466	000	07/09/98	959.87	SLMM	P 05 00	0.00	959.87	11/98	0.00	16.00	95.99	95.99
New Carpet #616												
000467	000	07/17/98	616.00	SLMM	P 05 00	0.00	616.00	11/98	0.00	10.26	51.33	51.33
New Vinyl/Kitchen #326												
000468	000	08/01/98	90.00	SLMM	P 05 00	0.00	90.00	11/98	0.00	1.50	7.50	7.50
New Carpet #1011												

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RIVER OAKS PARTNERS (HERITAGE) DEPRECIATION EXPENSE REPORT

99510764

as of 12/31/1998

SYS No	Ext	In Svc Date	Acquired Value	Dep Meth	P Est	T Life	Salvage/ Sect 179	Depreciable Basis	Prev Prior Accum Thru Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation Key	
FD - Printer													
000494	000	11/02/98	976.00	SLMM	P	05 00	0.00	976.00	11/98	0.00	16.27	32.53	32.53
# 719 Kitchen/Bath													
000495	000	11/20/98	625.00	SLMM	P	05 00	0.00	625.00	11/98	0.00	10.42	10.42	10.42
# 238 Kitchen													
000496	000	11/21/98	556.04	SLMM	P	05 00	0.00	556.04	11/98	0.00	9.27	9.27	9.27
# 793 Carpet													
000497	000	11/21/98	556.94	SLMM	P	05 00	0.00	556.94	11/98	0.00	9.27	9.27	9.27
# 403 Carpet													
000498	000	11/21/98	621.30	SLMM	P	05 00	0.00	621.30	11/98	0.00	10.36	10.36	10.36
# 314 Carpet													
000499	000	11/21/98	387.26	SLMM	P	05 00	0.00	387.26	11/98	0.00	6.46	6.46	6.46
# 210 Carpet													
000500	000	11/21/98	556.04	SLMM	P	05 00	0.00	556.04	11/98	0.00	9.27	9.27	9.27
# 238 Carpet													
000501	000	12/13/98	665.29	SLMM	P	05 00	0.00	665.29	00/00	0.00	0.00	0.00	0.00
# 506 Carpet													
000502	000	12/13/98	392.43	SLMM	P	05 00	0.00	392.43	00/00	0.00	0.00	0.00	0.00
# 601 Carpet													
000503	000	12/13/98	370.69	SLMM	P	05 00	0.00	370.69	00/00	0.00	0.00	0.00	0.00
# 207 Carpet													
000504	000	09/04/98	1222.00	SLMM	P	05 00	0.00	1222.00	11/98	0.00	20.37	81.47	31.47
Replacement Flooring													
000505	000	09/17/98	589.18	SLMM	P	05 00	0.00	589.18	11/98	0.00	9.82	29.47	29.47
#805 Carpet													
Count=	502												
Grand Total			29012706.15			0.00	29012706.15	537505.59	57583.33	765249.74	1302755.33		
Less disposals and transfers *			0.00			0.00	0.00	0.00			0.00		
Net			29012706.15			0.00	29012706.15	537505.59	57583.33	765249.74	1302755.33		

----- Calculation Assumptions -----

Book	Short Years	Midquarter Convention	Adjustment Convention
Internal	[N]	[N]	None

----- Asset Grouping/Sorting -----

Group: All FAS Assets

Include Assets that meet the following conditions:

All FAS Assets

Principal Reserve Fund Schedule

99510764

Project Name:
Loan Amount:
Interest Rate:
Amortiz. period:
Constant:

The Heritage
32,000,000
6.660%
360
0.643%

Month	Payment #	Beginning Principal Balance	Payment Amount	Interest	Deposit to Principal Reserve Fund	Cumulative Principal Reserve Fund Balance	Ending Principal Balance
Jul-99	1	32,000,000.00	205,640.62	177,500.00	28,040.62	28,040.62	31,971,959.38
Aug-99	2	31,971,959.38	205,640.62	177,444.37	28,196.24	56,236.86	31,943,763.14
Sep-99	3	31,943,763.14	205,640.62	177,387.39	28,352.73	84,589.59	31,915,410.41
Oct-99	4	31,915,410.41	205,640.62	177,330.53	28,510.09	113,099.68	31,886,900.32
Nov-99	5	31,886,900.32	205,640.62	176,972.30	28,668.32	141,768.00	31,858,232.00
Dec-99	6	31,858,232.00	205,640.62	176,827.43	28,827.43	170,595.43	31,829,405.57
Jan-00	7	31,829,404.57	205,640.62	176,633.20	28,987.42	199,582.86	31,800,417.14
Feb-00	8	31,800,417.14	205,640.62	176,492.32	29,148.30	228,731.16	31,771,269.84
Mar-00	9	31,771,269.84	205,640.62	176,330.54	29,310.08	258,041.23	31,741,959.77
Apr-00	10	31,741,959.77	205,640.62	176,167.57	29,472.75	287,513.98	31,712,486.02
May-00	11	31,712,486.02	205,640.62	176,004.30	29,636.32	317,150.30	31,682,849.70
Jun-00	12	31,682,849.70	205,640.62	175,839.32	29,800.80	346,951.10	31,653,048.90
Jul-00	13	31,653,048.90	205,640.62	175,674.42	29,966.20	376,917.30	31,623,082.70
Aug-00	14	31,623,082.70	205,640.62	175,508.11	30,132.51	407,049.81	31,592,957.19
Sep-00	15	31,592,957.19	205,640.62	175,340.37	30,299.74	437,349.55	31,562,650.45
Oct-00	16	31,562,650.45	205,640.62	175,172.71	30,467.91	467,817.46	31,532,182.51
Nov-00	17	31,532,182.51	205,640.62	175,003.61	30,637.00	498,454.47	31,501,545.53
Dec-00	18	31,501,545.53	205,640.62	174,833.58	30,807.04	529,261.51	31,470,738.49
Jan-01	19	31,470,738.49	205,640.62	174,662.60	30,978.02	560,239.52	31,439,760.48
Feb-01	20	31,439,760.48	205,640.62	174,490.67	31,149.95	591,389.47	31,408,610.33
Mar-01	21	31,408,610.33	205,640.62	174,317.79	31,322.83	622,712.30	31,377,287.70
Apr-01	22	31,377,287.70	205,640.62	174,143.95	31,496.67	654,208.97	31,345,791.03
May-01	23	31,345,791.03	205,640.62	173,969.14	31,671.48	685,880.45	31,314,119.55
Jun-01	24	31,314,119.55	205,640.62	173,793.36	31,847.25	717,727.70	31,282,272.30
Jul-01	25	31,282,272.30	205,640.62	173,616.61	32,024.01	749,751.71	31,250,248.29
Aug-01	26	31,250,248.29	205,640.62	173,438.88	32,201.74	781,953.45	31,218,046.55
Sep-01	27	31,218,046.55	205,640.62	173,260.16	32,380.46	814,333.91	31,185,666.09
Oct-01	28	31,185,666.09	205,640.62	173,080.45	32,560.17	846,894.08	31,153,105.92
Nov-01	29	31,153,105.92	205,640.62	172,899.74	32,740.88	879,634.96	31,120,365.04
Dec-01	30	31,120,365.04	205,640.62	172,718.03	32,922.59	912,557.55	31,087,442.45
Jan-02	31	31,087,442.45	205,640.62	172,535.31	33,105.31	945,662.86	31,054,337.14
Feb-02	32	31,054,337.14	205,640.62	172,351.57	33,289.05	978,951.91	31,021,048.09
Mar-02	33	31,021,048.09	205,640.62	172,166.82	33,473.80	1,012,425.71	30,987,574.29
Apr-02	34	30,987,574.29	205,640.62	171,981.04	33,659.58	1,046,085.29	30,953,914.71
May-02	35	30,953,914.71	205,640.62	171,794.23	33,846.39	1,079,931.68	30,920,068.32
Jun-02	36	30,920,068.32	205,640.62	171,606.38	34,034.24	1,113,965.92	30,886,034.08
Jul-02	37	30,886,034.08	205,640.62	171,417.49	34,223.13	1,148,189.05	30,851,810.95
Aug-02	38	30,851,810.95	205,640.62	171,227.55	34,413.07	1,182,602.12	30,817,397.88
Sep-02	39	30,817,397.88	205,640.62	171,036.56	34,604.06	1,217,206.18	30,782,793.82
Oct-02	40	30,782,793.82	205,640.62	170,844.51	34,796.11	1,252,002.29	30,747,997.71
Nov-02	41	30,747,997.71	205,640.62	170,651.39	34,989.23	1,286,991.52	30,713,008.48
Dec-02	42	30,713,008.48	205,640.62	170,457.20	35,183.42	1,322,174.94	30,677,825.06
Jan-03	43	30,677,825.06	205,640.62	170,261.93	35,378.69	1,357,553.63	30,642,446.37
Feb-03	44	30,642,446.37	205,640.62	170,065.58	35,575.04	1,393,128.67	30,606,871.33
Mar-03	45	30,606,871.33	205,640.62	169,868.14	35,772.48	1,428,901.15	30,571,098.85
Apr-03	46	30,571,098.85	205,640.62	169,669.60	35,971.02	1,464,872.17	30,535,127.83
May-03	47	30,535,127.83	205,640.62	169,469.96	36,170.66	1,501,042.83	30,498,957.17
Jun-03	48	30,498,957.17	205,640.62	169,269.21	36,371.41	1,537,414.23	30,462,585.77
Jul-03	49	30,462,585.77	205,640.62	169,067.35	36,573.27	1,573,987.50	30,426,012.50
Aug-03	50	30,426,012.50	205,640.62	168,864.37	36,776.25	1,610,763.75	30,389,236.25
Sep-03	51	30,389,236.25	205,640.62	168,660.26	36,980.36	1,647,744.10	30,352,255.90
Oct-03	52	30,352,255.90	205,640.62	168,455.02	37,185.60	1,684,929.70	30,315,070.30
Nov-03	53	30,315,070.30	205,640.62	168,248.64	37,391.98	1,722,321.68	30,277,678.32
Dec-03	54	30,277,678.32	205,640.62	168,041.11	37,599.50	1,759,921.18	30,240,078.82
Jan-04	55	30,240,078.82	205,640.62	167,832.44	37,808.18	1,797,729.36	30,202,270.64
Feb-04	56	30,202,270.64	205,640.62	167,622.60	38,018.02	1,835,747.38	30,164,252.62
Mar-04	57	30,164,252.62	205,640.62	167,411.60	38,229.02	1,873,976.39	30,126,023.61
Apr-04	58	30,126,023.61	205,640.62	167,199.43	38,441.19	1,912,417.58	30,087,582.42
May-04	59	30,087,582.42	205,640.62	166,986.08	38,654.54	1,951,072.12	

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Month	Payment #	Beginning Principal Balance	Payment Amount	Interest	Deposit to Principal Reserve Fund	Cumulative Principal Reserve Fund Balance	Ending Principal Balance
Jun-04	60	30,048,927.88	205,640.62	166,771.55	38,869.07	1,989,941.18	30,010,059
Jul-04	61	30,010,058.82	205,640.62	166,555.89	39,084.79	2,029,025.97	29,970,974
Aug-04	62	29,970,974.03	205,640.62	166,338.91	39,301.71	2,068,327.69	29,931,672
Sep-04	63	29,931,672.31	205,640.62	166,120.78	39,519.84	2,107,847.52	29,892,152
Oct-04	64	29,892,152.48	205,640.62	165,901.45	39,739.17	2,147,586.69	29,852,418
Nov-04	65	29,852,413.31	205,640.62	165,680.89	39,959.72	2,187,546.42	29,812,454
Dec-04	66	29,812,453.58	205,640.62	165,459.12	40,181.50	2,227,727.92	29,772,272
Jan-05	67	29,772,272.08	205,640.62	165,236.11	40,404.51	2,268,132.43	29,731,868
Feb-05	68	29,731,867.57	205,640.62	165,011.87	40,628.75	2,308,761.18	29,691,239
Mar-05	69	29,691,238.82	205,640.62	164,786.38	40,854.24	2,349,615.42	29,650,385
Apr-05	70	29,650,384.58	205,640.62	164,559.63	41,080.98	2,390,696.40	29,609,304
May-05	71	29,609,303.60	205,640.62	164,331.63	41,308.98	2,432,005.39	29,567,995
Jun-05	72	29,567,994.61	205,640.62	164,102.37	41,538.25	2,473,543.63	29,526,456
Jul-05	73	29,526,456.37	205,640.62	163,871.83	41,768.78	2,515,312.42	29,484,688
Aug-05	74	29,484,687.38	205,640.62	163,640.02	42,000.60	2,557,313.02	29,442,687
Sep-05	75	29,442,686.98	205,640.62	163,406.91	42,233.70	2,599,546.73	29,400,453
Oct-05	76	29,400,453.27	205,640.62	163,172.52	42,468.10	2,642,014.83	29,357,985
Nov-05	77	29,357,985.17	205,640.62	162,936.82	42,703.80	2,684,718.63	29,315,231
Dec-05	78	29,315,281.37	205,640.62	162,699.81	42,940.81	2,727,659.43	29,272,341
Jan-06	79	29,272,340.37	205,640.62	162,461.49	43,179.13	2,770,838.56	29,229,161
Feb-06	80	29,229,161.44	205,640.62	162,221.85	43,418.77	2,814,257.33	29,185,743
Mar-06	81	29,185,742.67	205,640.62	161,980.87	43,659.75	2,857,917.08	29,142,083
Apr-06	82	29,142,082.92	205,640.62	161,738.56	43,902.06	2,901,819.14	29,098,181
May-06	83	29,098,180.86	205,640.62	161,494.90	44,145.71	2,945,964.85	29,054,035
Jun-06	84	29,054,035.15	205,640.62	161,249.90	44,390.72	2,990,355.57	29,009,644
Jul-06	85	29,009,644.13	205,640.62	161,003.53	44,637.09	3,034,992.66	28,965,007
Aug-06	86	28,965,007.34	205,640.62	160,755.79	44,884.85	3,079,877.49	28,920,123
Sep-06	87	28,920,122.51	205,640.62	160,506.68	45,133.94	3,125,011.43	28,874,989
Oct-06	88	28,874,988.57	205,640.62	160,256.19	45,384.43	3,170,395.86	28,829,604
Nov-06	89	28,829,604.14	205,640.62	160,004.50	45,636.31	3,216,032.18	28,783,968
Dec-06	90	28,783,967.82	205,640.62	159,751.02	45,889.60	3,261,921.77	28,738,078
Jan-07	91	28,738,078.23	205,640.62	159,496.33	46,144.28	3,308,066.06	28,691,934
Feb-07	92	28,691,933.94	205,640.62	159,240.23	46,400.38	3,354,466.44	28,645,534
Mar-07	93	28,645,533.56	205,640.62	158,982.71	46,657.91	3,401,124.35	28,598,876
Apr-07	94	28,598,575.65	205,640.62	158,723.76	46,916.86	3,448,041.20	28,551,959
May-07	95	28,551,958.80	205,640.62	158,463.37	47,177.25	3,495,218.45	28,504,782
Jun-07	96	28,504,781.55	205,640.62	158,201.54	47,439.08	3,542,657.53	28,457,342
Jul-07	97	28,457,342.47	205,640.62	157,938.25	47,702.37	3,590,359.90	28,409,640
Aug-07	98	28,409,640.10	205,640.62	157,673.50	47,967.12	3,638,327.01	28,361,673
Sep-07	99	28,361,672.99	205,640.62	157,407.29	48,233.33	3,686,560.35	28,313,440
Oct-07	100	28,313,439.65	205,640.62	157,139.59	48,501.03	3,735,061.37	28,264,989
Nov-07	101	28,264,938.63	205,640.62	156,870.41	48,770.21	3,783,831.58	28,216,168
Dec-07	102	28,216,168.42	205,640.62	156,599.73	49,040.88	3,832,872.46	28,167,128
Jan-08	103	28,167,127.54	205,640.62	156,327.56	49,313.06	3,882,185.52	28,117,814
Feb-08	104	28,117,814.48	205,640.62	156,053.87	49,586.75	3,931,772.27	28,068,228
Mar-08	105	28,068,227.73	205,640.62	155,778.66	49,861.95	3,981,634.23	28,018,366
Apr-08	106	28,018,365.77	205,640.62	155,501.93	50,138.69	4,031,772.91	27,968,227
May-08	107	27,968,227.09	205,640.62	155,223.66	50,416.96	4,082,189.87	27,917,810
Jun-08	108	27,917,810.13	205,640.62	154,943.85	50,696.77	4,132,886.64	27,867,113
Jul-08	109	27,867,113.36	205,640.62	154,662.48	50,978.14	4,183,864.78	27,816,135
Aug-08	110	27,816,135.22	205,640.62	154,379.55	51,261.07	4,235,125.85	27,764,874
Sep-08	111	27,764,874.15	205,640.62	154,095.05	51,545.57	4,286,671.41	27,713,329
Oct-08	112	27,713,328.59	205,640.62	153,808.97	51,831.64	4,338,503.06	27,661,497
Nov-08	113	27,661,496.94	205,640.62	153,521.31	52,119.31	4,390,622.37	27,609,378
Dec-08	114	27,609,377.63	205,640.62	153,232.05	52,408.57	4,443,030.94	27,556,969
Jan-09	115	27,556,969.06	205,640.62	152,941.18	52,699.44	4,495,730.38	27,504,270
Feb-09	116	27,504,269.62	205,640.62	152,648.70	52,991.92	4,548,722.30	27,451,278
Mar-09	117	27,451,277.70	205,640.62	152,354.59	53,286.03	4,602,008.33	27,397,992
Apr-09	118	27,397,991.67	205,640.62	152,058.85	53,581.76	4,655,590.09	27,344,410
May-09	119	27,344,409.91	205,640.62	151,761.47	53,879.14	4,709,469.23	27,290,531
Jun-09	120	27,290,530.77	205,640.62	151,462.45	54,178.17	4,763,647.41	27,236,353
Jul-09	121	27,236,352.59	205,640.62	151,161.76	54,478.86	4,818,126.27	27,181,874
Aug-09	122	27,181,873.73	205,640.62	150,859.40	54,781.22	4,872,907.48	27,127,093
Sep-09	123	27,127,092.52	205,640.62	150,555.36	55,085.25	4,927,992.74	27,072,007
Oct-09	124	27,072,007.26	205,640.62	150,249.64	55,390.98	4,983,383.72	27,016,616
Nov-09	125	27,016,616.28	205,640.62	149,942.22	55,698.40	5,039,082.11	26,960,918

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Month	Payment #	Beginning Principal Balance	Payment Amount	Interest	Deposit to Principal Reserve Fund	Cumulative Principal Reserve Fund Balance	Ending Principal Balance
Dec-09	126	26,960,917.89	205,640.62	149,633.09	56,007.52	5,095,089.64	26,904,910
Jan-10	127	26,904,910.36	205,640.62	149,322.25	56,318.37	5,151,408.00	26,848,392
Feb-10	128	26,848,592.00	205,640.62	149,009.69	56,630.93	5,208,038.93	26,791,961
Mar-10	129	26,791,961.07	205,640.62	148,695.38	56,945.23	5,264,984.17	26,735,016
Apr-10	130	26,735,015.83	205,640.62	148,379.34	57,261.28	5,322,245.45	26,677,755
May-10	131	26,677,754.55	205,640.62	148,061.54	57,579.08	5,379,824.53	26,620,175
Jun-10	132	26,620,175.47	205,640.62	147,741.97	57,898.64	5,437,723.17	26,562,277
Jul-10	133	26,562,276.83	205,640.62	147,420.64	58,219.98	5,495,943.15	26,504,057
Aug-10	134	26,504,056.85	205,640.62	147,097.52	58,543.10	5,554,486.26	26,445,814
Sep-10	135	26,445,513.74	205,640.62	146,772.60	58,868.02	5,613,354.27	26,386,646
Oct-10	136	26,386,645.73	205,640.62	146,445.88	59,194.73	5,672,549.01	26,327,451
Nov-10	137	26,327,450.99	205,640.62	146,117.35	59,523.26	5,732,072.27	26,267,923
Dec-10	138	26,267,927.73	205,640.62	145,787.00	59,853.62	5,791,925.89	26,208,074
Jan-11	139	26,208,074.11	205,640.62	145,454.81	60,185.81	5,852,111.70	26,147,888
Feb-11	140	26,147,888.30	205,640.62	145,120.78	60,519.84	5,912,631.53	26,087,368
Mar-11	141	26,087,368.47	205,640.62	144,784.89	60,855.72	5,973,487.26	26,026,513
Apr-11	142	26,026,512.74	205,640.62	144,447.15	61,193.47	6,034,680.73	25,965,319
May-11	143	25,965,319.27	205,640.62	144,107.52	61,533.10	6,096,213.82	25,903,786
Jun-11	144	25,903,786.18	205,640.62	143,766.01	61,874.60	6,158,088.43	25,841,912
Jul-11	145	25,841,911.57	205,640.62	143,422.61	62,218.01	6,220,306.44	25,779,694
Aug-11	146	25,779,693.56	205,640.62	143,077.30	62,563.32	6,282,869.75	25,717,130
Sep-11	147	25,717,130.25	205,640.62	142,730.07	62,910.54	6,345,780.30	25,654,220
Oct-11	148	25,654,219.70	205,640.62	142,380.92	63,259.70	6,409,040.00	25,590,960
Nov-11	149	25,590,967.00	205,640.62	142,029.83	63,610.79	6,472,650.79	25,527,349
Dec-11	150	25,527,349.21	205,640.62	141,676.79	63,963.83	6,536,614.62	25,463,385
Jan-12	151	25,463,385.33	205,640.62	141,321.79	64,318.83	6,600,933.45	25,399,067
Feb-12	152	25,399,066.55	205,640.62	140,964.82	64,675.80	6,665,609.24	25,334,391
Mar-12	153	25,334,390.76	205,640.62	140,605.87	65,034.75	6,730,643.99	25,269,356
Apr-12	154	25,269,356.01	205,640.62	140,244.93	65,395.69	6,796,039.69	25,203,960
May-12	155	25,203,960.31	205,640.62	139,881.98	65,758.64	6,861,798.32	25,138,202
Jun-12	156	25,138,201.68	205,640.62	139,517.02	66,123.60	6,927,921.92	25,072,078
Jul-12	157	25,072,078.08	205,640.62	139,150.03	66,490.58	6,994,412.51	25,005,587
Aug-12	158	25,005,587.49	205,640.62	138,781.01	66,859.61	7,061,272.11	24,938,728
Sep-12	159	24,938,727.89	205,640.62	138,409.94	67,230.68	7,128,502.79	24,871,497
Oct-12	160	24,871,497.21	205,640.62	138,036.81	67,603.81	7,196,106.60	24,803,893
Nov-12	161	24,803,893.40	205,640.62	137,661.54	67,979.01	7,264,085.61	24,735,914
Dec-12	162	24,735,914.39	205,640.62	137,284.32	68,356.29	7,332,441.90	24,667,558
Jan-13	163	24,667,558.10	205,640.62	136,904.95	68,735.67	7,401,177.57	24,598,822
Feb-13	164	24,598,822.43	205,640.62	136,523.46	69,117.15	7,470,294.73	24,529,705
Mar-13	165	24,529,705.27	205,640.62	136,139.86	69,500.75	7,539,795.48	24,460,205
Apr-13	166	24,460,204.52	205,640.62	135,754.14	69,886.48	7,609,681.96	24,390,318
May-13	167	24,390,318.04	205,640.62	135,366.27	70,274.35	7,679,956.31	24,320,044
Jun-13	168	24,320,043.69	205,640.62	134,976.24	70,664.38	7,750,620.69	24,249,379
Jul-13	169	24,249,379.31	205,640.62	134,584.06	71,056.56	7,821,677.25	24,178,323
Aug-13	170	24,178,322.75	205,640.62	134,189.69	71,450.93	7,893,128.18	24,106,872
Sep-13	171	24,106,871.82	205,640.62	133,793.14	71,847.48	7,964,975.66	24,035,024
Oct-13	172	24,035,024.34	205,640.62	133,394.39	72,246.23	8,037,221.89	23,962,778
Nov-13	173	23,962,778.11	205,640.62	132,993.42	72,647.20	8,109,869.09	23,890,131
Dec-13	174	23,890,130.91	205,640.62	132,590.23	73,050.39	8,182,919.48	23,817,081
Jan-14	175	23,817,080.52	205,640.62	132,184.80	73,455.82	8,256,375.30	23,743,625
Feb-14	176	23,743,624.70	205,640.62	131,777.12	73,863.50	8,330,238.80	23,669,761
Mar-14	177	23,669,761.20	205,640.62	131,367.17	74,273.44	8,404,512.24	23,595,488
Apr-14	178	23,595,487.76	205,640.62	130,954.96	74,685.66	8,479,197.91	23,520,802
May-14	179	23,520,802.09	205,640.62	130,540.45	75,100.17	8,554,298.07	23,445,702
Jun-14	180	23,445,701.93	205,640.62	130,123.65	75,516.97	8,629,815.04	23,370,185
Jul-14	181	23,370,184.96	205,640.62	129,704.53	75,936.09	8,705,751.13	23,294,249
Aug-14	182	23,294,248.87	205,640.62	129,283.08	76,357.54	8,782,108.67	23,217,891
Sep-14	183	23,217,891.33	205,640.62	128,859.30	76,781.32	8,858,889.99	23,141,110
Oct-14	184	23,141,110.01	205,640.62	128,433.16	77,207.46	8,936,097.45	23,063,903
Nov-14	185	23,063,902.55	205,640.62	128,004.66	77,635.96	9,013,733.41	22,986,267
Dec-14	186	22,986,266.59	205,640.62	127,573.78	78,066.84	9,091,800.25	22,908,200
Jan-15	187	22,908,199.75	205,640.62	127,140.51	78,500.11	9,170,300.36	22,829,700
Feb-15	188	22,829,699.64	205,640.62	126,704.83	78,935.78	9,249,236.14	22,750,764
Mar-15	189	22,750,763.86	205,640.62	126,266.74	79,373.88	9,328,610.02	22,671,390
Apr-15	190	22,671,389.98	205,640.62	125,826.21	79,814.40	9,408,424.42	22,591,576

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Month	Payment #	Beginning Principal Balance	Payment Amount	Interest	Deposit to Principal Reserve Fund	Cumulative Principal Reserve Fund Balance	Ending Principal Balance
May-15	191	22,591,575.58	205,640.62	125,383.24	80,257.37	9,488,681.79	22,511,318
Jun-15	192	22,511,318.21	205,640.62	124,937.82	80,702.80	9,569,384.60	22,430,615
Jul-15	193	22,430,615.40	205,640.62	124,489.92	81,150.70	9,650,535.30	22,349,465
Aug-15	194	22,349,464.70	205,640.62	124,039.93	81,601.09	9,732,136.39	22,267,864
Sep-15	195	22,267,863.61	205,640.62	123,586.64	82,059.97	9,814,190.36	22,185,810
Oct-15	196	22,185,809.64	205,640.62	123,131.24	82,509.37	9,896,699.74	22,103,300
Nov-15	197	22,103,300.26	205,640.62	122,673.32	82,967.30	9,979,667.04	22,020,333
Dec-15	198	22,020,332.96	205,640.62	122,212.85	83,427.77	10,063,094.81	21,936,905
Jan-16	199	21,936,905.19	205,640.62	121,749.82	83,890.79	10,146,985.60	21,853,014
Feb-16	200	21,853,014.40	205,640.62	121,284.23	84,356.39	10,231,341.99	21,768,658
Mar-16	201	21,768,658.01	205,640.62	120,816.05	84,824.57	10,316,166.55	21,683,833
Apr-16	202	21,683,833.45	205,640.62	120,345.28	85,295.34	10,401,461.90	21,598,538
May-16	203	21,598,538.10	205,640.62	119,871.89	85,768.73	10,487,230.63	21,512,769
Jun-16	204	21,512,769.37	205,640.62	119,398.87	86,244.75	10,573,475.38	21,426,525
Jul-16	205	21,426,524.62	205,640.62	118,917.21	86,723.41	10,660,198.78	21,339,801
Aug-16	206	21,339,801.22	205,640.62	118,435.90	87,204.72	10,747,403.50	21,252,596
Sep-16	207	21,252,596.50	205,640.62	117,951.91	87,688.71	10,835,092.21	21,164,908
Oct-16	208	21,164,907.79	205,640.62	117,465.24	88,175.38	10,923,267.59	21,076,732
Nov-16	209	21,076,732.41	205,640.62	116,975.86	88,664.75	11,011,932.34	20,988,068
Dec-16	210	20,988,067.66	205,640.62	116,483.78	89,156.84	11,101,089.18	20,898,911
Jan-17	211	20,898,910.82	205,640.62	115,988.96	89,651.66	11,190,740.85	20,809,259
Feb-17	212	20,809,259.15	205,640.62	115,491.39	90,149.23	11,280,890.08	20,719,110
Mar-17	213	20,719,109.82	205,640.62	114,991.06	90,649.56	11,371,539.63	20,628,460
Apr-17	214	20,628,460.37	205,640.62	114,487.96	91,152.66	11,462,692.30	20,537,308
May-17	215	20,537,307.77	205,640.62	113,982.06	91,658.56	11,554,350.86	20,445,649
Jun-17	216	20,445,649.15	205,640.62	113,473.35	92,167.26	11,646,518.12	20,353,482
Jul-17	217	20,353,481.88	205,640.62	112,961.82	92,678.79	11,739,196.91	20,260,803
Aug-17	218	20,260,803.09	205,640.62	112,447.46	93,193.16	11,832,390.08	20,167,610
Sep-17	219	20,167,609.92	205,640.62	111,930.24	93,710.38	11,926,100.46	20,073,900
Oct-17	220	20,073,899.34	205,640.62	111,410.14	94,230.48	12,020,330.93	19,979,669
Nov-17	221	19,979,669.07	205,640.62	110,887.16	94,753.45	12,115,084.39	19,884,916
Dec-17	222	19,884,915.61	205,640.62	110,361.28	95,279.34	12,210,363.72	19,789,636
Jan-18	223	19,789,636.28	205,640.62	109,832.48	95,808.14	12,306,171.86	19,693,823
Feb-18	224	19,693,828.14	205,640.62	109,299.75	96,339.87	12,402,511.73	19,597,488
Mar-18	225	19,597,488.27	205,640.62	108,763.06	96,874.56	12,499,386.29	19,500,614
Apr-18	226	19,500,613.71	205,640.62	108,223.47	97,412.21	12,596,798.50	19,403,201
May-18	227	19,403,201.50	205,640.62	107,682.77	97,952.85	12,694,751.35	19,305,249
Jun-18	228	19,305,248.65	205,640.62	107,144.13	98,496.49	12,793,247.84	19,206,752
Jul-18	229	19,206,752.16	205,640.62	106,597.47	99,043.14	12,892,290.98	19,107,709
Aug-18	230	19,107,709.02	205,640.62	106,047.79	99,592.83	12,991,883.81	19,008,116
Sep-18	231	19,008,116.19	205,640.62	105,495.04	100,143.57	13,092,029.39	18,907,971
Oct-18	232	18,907,970.61	205,640.62	104,939.24	100,707.55	13,192,730.77	18,807,269
Nov-18	233	18,807,269.23	205,640.62	104,380.34	101,260.27	13,293,991.04	18,706,009
Dec-18	234	18,706,008.96	205,640.62	103,818.35	101,822.27	13,395,813.31	18,604,187
Jan-19	235	18,604,186.69	205,640.62	103,253.24	102,387.38	13,498,200.69	18,501,799
Feb-19	236	18,501,799.31	205,640.62	102,684.99	102,955.63	13,601,156.32	18,398,844
Mar-19	237	18,398,843.68	205,640.62	102,113.58	103,527.04	13,704,683.36	18,295,317
Apr-19	238	18,295,316.64	205,640.62	101,539.01	104,101.61	13,808,784.97	18,191,215
May-19	239	18,191,215.03	205,640.62	100,961.24	104,679.37	13,913,464.34	18,086,536
Jun-19	240	18,086,535.66	205,640.62	100,380.27	105,260.34	14,018,724.68	17,981,275
Jul-19	241	17,981,275.31	205,640.62	99,796.08	105,844.54	14,124,569.23	17,875,431
Aug-19	242	17,875,430.77	205,640.62	99,208.64	106,431.98	14,231,001.20	17,768,999
Sep-19	243	17,768,998.80	205,640.62	98,617.94	107,022.67	14,338,023.88	17,661,976
Oct-19	244	17,661,976.12	205,640.62	98,023.97	107,616.65	14,445,640.53	17,554,359
Nov-19	245	17,554,359.47	205,640.62	97,426.70	108,213.92	14,553,854.45	17,446,146
Dec-19	246	17,446,145.55	205,640.62	96,826.11	108,814.51	14,662,668.96	17,337,331
Jan-20	247	17,337,331.04	205,640.62	96,222.19	109,418.43	14,772,087.39	17,227,913
Feb-20	248	17,227,912.61	205,640.62	95,614.91	110,025.70	14,882,113.09	17,117,887
Mar-20	249	17,117,886.91	205,640.62	95,004.27	110,636.35	14,992,749.44	17,007,251
Apr-20	250	17,007,250.56	205,640.62	94,390.24	111,250.38	15,103,999.82	16,896,000
May-20	251	16,896,000.18	205,640.62	93,772.80	111,867.82	15,215,867.63	16,784,132
Jun-20	252	16,784,132.37	205,640.62	93,151.93	112,488.68	15,328,356.32	16,671,644
Jul-20	253	16,671,643.63	205,640.62	92,527.62	113,113.00	15,441,469.31	16,558,531
Aug-20	254	16,558,530.69	205,640.62	91,899.85	113,740.77	15,555,210.08	16,444,790
Sep-20	255	16,444,789.92	205,640.62	91,268.58	114,372.03	15,669,582.12	16,330,418
Oct-20	256	16,330,417.88	205,640.62	90,633.82	115,006.80	15,784,588.92	16,215,411
Nov-20	257	16,215,411.08	205,640.62	89,995.53	115,645.09	15,900,234.00	16,099,766

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Month	Payment #	Beginning Principal Balance	Payment Amount	Interest	Deposit to Principal Reserve Fund	Cumulative Principal Reserve Fund Balance	Ending Principal Balance
Dec-20	258	16,099,766.00	205,640.62	89,353.70	116,286.92	16,016,520.92	15,983,479
Jan-21	259	15,983,479.08	205,640.62	88,708.31	116,932.31	16,133,453.23	15,866,547
Feb-21	260	15,866,546.77	205,640.62	88,059.33	117,581.28	16,251,034.51	15,748,965
Mar-21	261	15,748,965.49	205,640.62	87,406.76	118,233.86	16,369,268.37	15,630,732
Apr-21	262	15,630,731.63	205,640.62	86,750.36	118,890.06	16,488,158.43	15,511,842
May-21	263	15,511,841.37	205,640.62	86,090.72	119,549.90	16,607,708.32	15,392,292
Jun-21	264	15,392,291.68	205,640.62	85,427.22	120,213.40	16,727,921.72	15,272,078
Jul-21	265	15,272,078.28	205,640.62	84,760.03	120,880.58	16,848,802.31	15,151,198
Aug-21	266	15,151,197.69	205,640.62	84,089.15	121,551.47	16,970,353.78	15,029,646
Sep-21	267	15,029,646.22	205,640.62	83,414.54	122,226.08	17,092,579.86	14,907,420
Oct-21	268	14,907,420.14	205,640.62	82,736.18	122,904.44	17,215,484.29	14,784,516
Nov-21	269	14,784,515.71	205,640.62	82,054.06	123,586.56	17,339,070.85	14,660,929
Dec-21	270	14,660,929.15	205,640.62	81,368.16	124,272.46	17,463,343.31	14,536,657
Jan-22	271	14,536,656.69	205,640.62	80,678.44	124,962.17	17,588,305.48	14,411,693
Feb-22	272	14,411,694.52	205,640.62	79,984.90	125,655.71	17,713,961.20	14,286,039
Mar-22	273	14,286,038.80	205,640.62	79,287.52	126,353.10	17,840,314.30	14,159,686
Apr-22	274	14,159,685.70	205,640.62	78,586.26	127,054.36	17,967,368.66	14,032,631
May-22	275	14,032,631.34	205,640.62	77,881.10	127,759.51	18,095,128.17	13,904,872
Jun-22	276	13,904,871.83	205,640.62	77,172.04	128,468.58	18,223,596.75	13,776,403
Jul-22	277	13,776,403.25	205,640.62	76,459.04	129,181.58	18,352,778.33	13,647,222
Aug-22	278	13,647,221.67	205,640.62	75,742.08	129,898.54	18,482,676.87	13,517,323
Sep-22	279	13,517,323.13	205,640.62	75,021.14	130,619.47	18,613,296.35	13,386,704
Oct-22	280	13,396,703.65	205,640.62	74,296.21	131,344.41	18,744,640.76	13,255,359
Nov-22	281	13,255,353.24	205,640.62	73,567.24	132,073.37	18,876,714.13	13,123,286
Dec-22	282	13,123,285.87	205,640.62	72,834.24	132,806.38	19,009,520.51	12,990,479
Jan-23	283	12,990,479.99	205,640.62	72,097.16	133,543.46	19,143,063.97	12,856,936
Jan-23	284	12,856,936.03	205,640.62	71,355.99	134,284.62	19,277,348.59	12,722,651
Mar-23	285	12,722,651.41	205,640.62	70,610.72	135,029.90	19,412,378.49	12,587,622
Apr-23	286	12,587,621.51	205,640.62	69,861.30	135,779.32	19,548,157.81	12,451,842
May-23	287	12,451,842.19	205,640.62	69,107.72	136,532.89	19,684,690.71	12,315,309
Jun-23	288	12,315,309.29	205,640.62	68,349.97	137,290.65	19,821,981.36	12,178,019
Jul-23	289	12,178,018.64	205,640.62	67,588.00	138,052.61	19,960,033.97	12,039,966
Aug-23	290	12,039,966.03	205,640.62	66,821.81	138,818.81	20,098,852.78	11,901,147
Sep-23	291	11,901,147.22	205,640.62	66,051.37	139,589.25	20,238,442.03	11,761,558
Oct-23	292	11,761,557.97	205,640.62	65,273.65	140,363.97	20,378,806.00	11,621,194
Nov-23	293	11,621,194.00	205,640.62	64,497.63	141,142.99	20,519,948.99	11,480,051
Dec-23	294	11,480,051.01	205,640.62	63,714.78	141,926.33	20,661,875.33	11,338,125
Jan-24	295	11,338,124.67	205,640.62	62,926.59	142,714.03	20,804,589.35	11,195,411
Feb-24	296	11,195,410.65	205,640.62	62,134.53	143,506.09	20,948,095.44	11,051,905
Mar-24	297	11,051,904.56	205,640.62	61,338.07	144,302.55	21,092,397.99	10,907,602
Apr-24	298	10,907,602.01	205,640.62	60,537.19	145,103.45	21,237,501.41	10,762,499
May-24	299	10,762,498.59	205,640.62	59,731.87	145,908.73	21,383,410.16	10,616,890
Jun-24	300	10,616,589.84	205,640.62	58,922.07	146,718.34	21,530,128.71	10,469,871
Jul-24	301	10,469,371.29	205,640.62	58,107.79	147,532.85	21,677,661.54	10,322,338
Aug-24	302	10,322,338.46	205,640.62	57,288.98	148,351.64	21,826,013.18	10,173,987
Sep-24	303	10,173,986.82	205,640.62	56,466.63	149,174.99	21,975,188.17	10,024,812
Oct-24	304	10,024,811.83	205,640.62	55,637.71	150,002.91	22,125,191.08	9,874,809
Nov-24	305	9,874,808.92	205,640.62	54,805.19	150,835.43	22,276,026.51	9,723,973
Dec-24	306	9,723,973.49	205,640.62	53,968.09	151,672.56	22,427,699.08	9,573,301
Jan-25	307	9,572,300.92	205,640.62	53,126.27	152,514.35	22,580,213.42	9,419,787
Feb-25	308	9,419,786.58	205,640.62	52,279.82	153,360.80	22,733,574.22	9,266,426
Mar-25	309	9,266,425.77	205,640.62	51,428.66	154,211.95	22,887,786.18	9,112,214
Apr-25	310	9,112,213.82	205,640.62	50,572.79	155,067.83	23,042,854.01	8,957,146
May-25	311	8,957,145.99	205,640.62	49,712.16	155,928.46	23,198,782.47	8,801,218
Jun-25	312	8,801,217.53	205,640.62	48,846.76	156,793.86	23,355,576.33	8,644,424
Jul-25	313	8,644,423.67	205,640.62	47,976.55	157,664.07	23,513,240.40	8,486,760
Aug-25	314	8,486,759.60	205,640.62	47,101.52	158,539.10	23,671,779.50	8,328,221
Sep-25	315	8,328,220.50	205,640.62	46,221.62	159,418.99	23,831,198.49	8,168,802
Oct-25	316	8,168,801.51	205,640.62	45,336.85	160,303.77	23,991,502.26	8,008,498
Nov-25	317	8,008,497.74	205,640.62	44,447.16	161,193.46	24,152,695.72	7,847,304
Dec-25	318	7,847,304.28	205,640.62	43,552.54	162,088.08	24,314,783.79	7,685,216
Jan-26	319	7,685,216.21	205,640.62	42,652.95	162,987.67	24,477,771.46	7,522,229
Feb-26	320	7,522,228.54	205,640.62	41,748.37	163,892.25	24,641,663.71	7,358,836
Mar-26	321	7,358,336.29	205,640.62	40,838.77	164,801.85	24,806,465.56	7,193,834
Apr-26	322	7,193,534.44	205,640.62	39,924.12	165,716.50	24,972,182.06	7,027,818
May-26	323	7,027,817.94	205,640.62	39,004.39	166,636.23	25,138,818.29	6,861,182
Jun-26	324	6,861,181.71	205,640.62	38,079.56	167,561.06	25,306,379.35	6,693,621
Jul-26	325	6,693,620.65	205,640.62	37,149.59	168,491.02	25,474,870.37	6,525,130
Aug-26	326	6,525,129.63	205,640.62	36,214.47	169,426.15	25,644,296.52	6,356,703

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Month	Payment #	Beginning Principal Balance	Payment Amount	Interest	Deposit to Principal Reserve Fund	Cumulative Principal Reserve Fund Balance	Ending Principal Balance
Sep-26	327	6,355,703.48	205,640.62	35,274.15	170,366.46	25,814,662.99	6,185,337
Oct-26	328	6,185,337.01	205,640.62	34,328.62	171,312.00	25,985,974.98	6,014,025
Nov-26	329	6,014,025.02	205,640.62	33,377.84	172,262.78	26,158,237.76	5,841,762
Dec-26	330	5,841,762.24	205,640.62	32,421.78	173,218.84	26,331,456.60	5,668,543
Jan-27	331	5,668,543.40	205,640.62	31,460.42	174,180.20	26,505,636.80	5,494,363
Feb-27	332	5,494,363.20	205,640.62	30,493.72	175,146.90	26,680,783.70	5,319,216
Mar-27	333	5,319,216.30	205,640.62	29,521.65	176,118.97	26,856,902.67	5,143,097
Apr-27	334	5,143,097.33	205,640.62	28,544.19	177,096.43	27,033,999.10	4,966,001
May-27	335	4,966,000.90	205,640.62	27,561.31	178,079.31	27,212,078.41	4,787,922
Jun-27	336	4,787,921.59	205,640.62	26,572.96	179,067.65	27,391,146.06	4,608,854
Jul-27	337	4,608,853.94	205,640.62	25,579.14	180,061.48	27,571,207.54	4,428,792
Aug-27	338	4,428,792.46	205,640.62	24,579.80	181,060.82	27,752,268.36	4,247,732
Sep-27	339	4,247,731.64	205,640.62	23,574.91	182,065.71	27,934,334.07	4,065,666
Oct-27	340	4,065,665.93	205,640.62	22,564.45	183,076.17	28,117,410.24	3,882,590
Nov-27	341	3,882,589.76	205,640.62	21,548.37	184,092.24	28,301,502.49	3,698,498
Dec-27	342	3,698,497.51	205,640.62	20,526.66	185,113.96	28,486,616.44	3,513,384
Jan-28	343	3,513,383.56	205,640.62	19,499.28	186,141.34	28,672,757.78	3,327,242
Feb-28	344	3,327,242.22	205,640.62	18,466.19	187,174.42	28,859,932.20	3,140,068
Mar-28	345	3,140,067.80	205,640.62	17,427.38	188,213.24	29,048,145.45	2,951,855
Apr-28	346	2,951,854.55	205,640.62	16,382.79	189,257.82	29,237,403.27	2,762,597
May-28	347	2,762,596.73	205,640.62	15,332.41	190,308.21	29,427,711.48	2,572,239
Jun-28	348	2,572,238.52	205,640.62	14,276.20	191,364.42	29,619,075.89	2,380,924
Jul-28	349	2,380,924.11	205,640.62	13,214.13	192,426.49	29,811,502.38	2,188,498
Aug-28	350	2,188,497.62	205,640.62	12,146.16	193,494.46	30,004,996.84	1,995,003
Sep-28	351	1,998,003.16	205,640.62	11,072.27	194,568.35	30,199,565.19	1,800,435
Oct-28	352	1,800,434.81	205,640.62	9,992.41	195,648.20	30,395,213.39	1,604,737
Nov-28	353	1,604,786.61	205,640.62	8,906.57	196,734.05	30,591,947.44	1,408,053
Dec-28	354	1,408,052.56	205,640.62	7,814.69	197,825.93	30,789,773.37	1,210,227
Jan-29	355	1,210,226.63	205,640.62	6,716.76	198,923.86	30,988,697.23	1,011,303
Feb-29	356	1,011,302.77	205,640.62	5,612.73	200,027.89	31,188,725.12	811,275
Mar-29	357	811,274.88	205,640.62	4,502.58	201,138.04	31,389,863.16	610,137
Apr-29	358	610,136.34	205,640.62	3,386.26	202,254.36	31,592,117.52	407,882
May-29	359	407,882.48	205,640.62	2,263.75	203,376.87	31,795,494.39	204,506
Jun-29	360	204,503.61	205,640.62	1,135.01	204,505.61	32,000,000.00	(0)

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