

WILSON KAPLAN
188 N. LA SALLE

UNOFFICIAL COPY

Bar 430

7/17/82

REPTON ATTORNS PROPERTY ON
143561 AND OTHER PROPERTY

WHEREAS, as an inducement to Authority to make the Mortgage Loan, Owner and Mortgageor have agreed to enter into this Regulatory Agreement in accordance with the terms, conditions and covenants set forth below and consents hereby provided and as provided for in the Act and the rules, regulations, policies and procedures of Authority promulgated thereunder;

WHEREAS, the advances under the Mortgage Loan are to be insured by the Federal Housing Administration ("FHA") under Section 221(d)(4) of the National Housing Act, as amended, and Mortgageor and Owner have entered into a Regulatory Agreement with the Secretary of Housing and Urban Development ("HUD"), FHA Form No. 2466 or 92465 (if Section 8 of the U.S. Housing Act of 1937 is applicable), of even date herewith and recorded on July 15, 1982 as Document No. 86-215015 (the "FHA Regulatory Agreement"); and

WHEREAS, Authority has heretofore issued a mortgage loan commitment (hereinafter referred to as the "Commitment") to make a loan to Mortgageor in an amount not to exceed the sum of One Million Four Hundred Seventy-Three Thousand Four Hundred Dollars (\$1,473,400.00) (hereinafter referred to as the "Mortgage Loan") to be used with such other monies, if any, paid by Mortgageor for the acquisition, construction or rehabilitation, development and/or permanent financing of the Development, which Mortgage Loan is to be evidenced by a certain mortgage note (hereinafter referred to as the "Mortgage Note") and secured by a certain mortgage of even date herewith on the Development and recorded on July 15, 1982 as Document No. 86-295694 (hereinafter referred to as the "Mortgage");

WHEREAS, Mortgageor is the holder of legal title of certain real property upon which a housing project is to be erected or rehabilitated, located in Chicago, Illinois, which is legally described in Exhibit A attached hereto and by this reference made a part hereof (which real property together with the improvements thereon is herein after referred to as the "Development"), and Owner is the sole beneficiary under the Trust Agreement;

W I T N E S S E T H :

THIS REGULATORY AGREEMENT, dated as of the 1st day of July, 1982, by and between American National Bank and Trust Company of Chicago, not personally but solely as Trustee under a Trust Agreement (hereinafter referred to as the "Trust Agreement") dated November 15, 1981, and known as Trust No. 66136 (hereinafter referred to as "Mortgageor"), West End Associates, Ltd., an Illinois limited partnership (hereinafter referred to as "Owner"), and the ILLINOIS HOUSING DEVELOPMENT AUTHORITY (hereinafter referred to as "Authority"), a body politic and corporate established pursuant to the Illinois Housing Development Act, Laws 1967, p. 1931, constituting Chapter 67-1/2, Section 301, et seq., Illinois Revised Statutes, as amended and supplemented (hereinafter referred to as the "Act");

REGULATORY AGREEMENT (FHA-Insured Housing Development)

MF001-M/N
MASTER
8-20-85
IHDA Form No. ML-190
IHDA Loan No. 1985 Series B

Approved Form

3531074

2-3969

3531074

(3)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

NOW, THEREFORE, the parties hereto covenant and agree hereby as follows:

1. The foregoing recitals are made a part of this Regulatory Agreement.

2. Act and Regulations. Owner and Mortgagee agree that at no time shall their acts regarding the Development violate the Act or the rules required to be promulgated thereunder, as amended from time to time, the applicable statutes and rules and regulations of the United States Government or any agreements entered into with federal agencies concerning the Development, which agreements they agree to execute if Authority so requests.

3. Additional Owner Covenants. Owner further covenants and agrees that:

(a) It shall establish and maintain market rental charges for the dwelling units in the Development not greater than those sufficient to pay the amounts required under the Plans described in subparagraph (c) hereinafter, usual and customary expenses in operating and maintaining the Development, the debt service payments required under the Mortgage Note, reasonable reserves, any amounts of permitted distributions to Owner, and all other expenses and charges due under the Mortgage Note, the Mortgage and the FHA Regulatory Agreement;

(b) With respect to those dwelling units in the Development reserved under the Tenant Selection Plan for Moderate Income Tenants, if any, it shall limit admission to the Development to those persons and families whose incomes do not exceed the limits of no less than 160% of median income heretofore approved by Authority in the Tenant Selection Plan described in (c)(ii) below (with respect to the subject Development, no dwelling units are reserved for Moderate Income Tenants);

(c) In the advertising, marketing and rental of units in the Development and the selection of tenants for such units, Owner agrees to abide by the terms and conditions of: (i) its Affirmative Fair Housing Marketing Plan, dated June 1, 1987, and approved by Authority on August 30, 1984 (any change in or to said Affirmative Fair Housing Market Plan must be approved by HUD) and (ii) the Tenant Selection Plan dated February 15, 1985, which Tenant Selection Plan is attached hereto as Exhibit B and by this reference made a part hereof;

(d) Preference for occupancy in the Development shall be given to those persons and families displaced from an urban renewal area, or as a result of governmental action, or as a result of a major disaster, in accordance with the Act and the applicable regulations and procedures of Authority or as determined by the President pursuant to the Disaster Relief Act of 1970 in accordance with the FHA Regulatory Agreement; and

3531074

UNOFFICIAL COPY

Property of Cook County Clerk's Office

(a) Sell, convey, transfer, lease, sublease (other than for actual occupancy of a unit in the Development, and then only in accordance with the terms permitted herein and in the FHA Regulatory Agreement) or encumber any of the Development, or permit the conveyance, transfer or encumbrance of any part of the Development or any interest in the Development unless Authority expressly consents to such sale, conveyance, transfer, lease, sublease or encumbrance and a prepayment of the Mortgage Note is made by Mortgagee in compliance with Paragraph 8 hereof, provided, however, that no such prepayment shall be required (but such consent of Authority shall be required) for Mortgagee and Owner to (i) grant easements, licenses or rights-of-way over, under or upon the site of the Development, so long as such easements, licenses or rights-of-way do not destroy or diminish the value or usefulness of such site, as determined by Authority, (ii) lease the Development or a portion thereof to a third party for the purposes of operation, when and to the extent authorized by law, such lease to be subject to all of the terms, provisions and limitations of the Mortgage Loan documents (iii) sell or exchange any land not required for the Development, provided that the proceeds derived from the sale of any such lands shall be paid over to Authority and applied by Authority to reduce the obligations of Authority incurred in connection with the financing of the Mortgage Loan (such payment to Authority shall also be applied as a mandatory reduction of the Mortgage Loan indebtedness and no prepayment premium under Paragraph 8 hereof shall be payable with respect thereto) and (iv) sell the Development to another mortgagee approved by Authority, which successor mortgagee shall assume the Mortgage and all related Mortgage Loan documents on the same terms as apply to the Mortgagee and the Owner; provided, however, that the prior written consent of HUD to any such sale, conveyance, transfer, lease, sublease or encumbrance shall be deemed to be the prior written consent of Authority; provided further, however, prior to Owner and Mortgagee requesting or receiving HUD consent to any such sale, conveyance, transfer, lease, sublease, or encumbrance, it

3531074

4. Acts Requiring Authority Approval. Owner and Mortgagee shall not without the prior written approval of Authority:

- (e) It will obtain all governmental approvals required by law for its acquisition, construction, ownership and operation of the Development.
- (f) No less than -0- parking spaces included in the Development shall be reserved for use exclusively by residential tenants in the Development and their guests.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

(d) Enter any contract or contracts for managerial services which, to the best of owner's or Mortgageor's knowledge, will result or could result in a conflict of interest between any of the parties to the

(c) Lease or sublease any non-residential facility in the Development or amend or modify any such lease or sublease, which, to the best of owner's or Mortgageor's knowledge, would result in a conflict of interest between any of the parties to such contracts and Authority, its board members, officers, employees, agents or members of their respective immediate families;

(b) Convey, assign, pledge or transfer all or any part of the beneficial interest (including the power of direction) in any trust holding title to the Development, or power of direction; provided, however, that the prior written consent of HUD to any such conveyance, assignment, pledge or transfer shall be deemed to be the prior written consent of Authority (any such conveyance, assignment, pledge or transfer which under applicable HUD rules and regulations does not require HUD consent shall similarly not require Authority's consent); provided further, however, prior to owner and Mortgageor requesting or receiving HUD consent to such conveyance, assignment, pledge or transfer of all or part of the beneficial interest, including the power of direction, in any trust holding title to the Development, it shall be the independent obligation hereunder of owner and Mortgageor to submit to Authority, for Authority's review and written verification, proof satisfactory to Authority, that such purchaser, assignee, pledgee or transferee under such conveyance, assignment, pledge or transfer is an eligible borrower under the Act, and nothing contained in this Paragraph 4(b) shall impose any requirement on HUD to obtain any such written verification from Authority.

shall be the independent obligation hereunder of owner and Mortgageor to submit to Authority, for Authority's review and written verification, proof satisfactory to Authority, that such purchaser, transferee, lessee, sublessee or encumbrance holder under such sale, conveyance, transfer, lease, sublease or encumbrance is an eligible borrower under the Act, and nothing contained in this Paragraph 4(a) shall impose any requirement on HUD to obtain any such written verification from Authority.

3531074

Office

(b) On the Final Closing Date, Authority shall, pursuant to its adopted resolution, determine the Equity in the Development and enter into a final equity agreement with Owner which sets forth the amount thereof, which amount shall remain constant until the Mortgage is satisfied.

~~(a) On the Initial Closing Date, Authority shall estimate the Equity in the Development and enter into an initial equity agreement with Owner which sets forth the amount and sources thereof, and~~

6. Equity in the Development. Owner covenants and agrees to have Equity in the Development determined as follows:

It is understood and agreed that no such Distribution shall be made in violation of the FHA Regulatory Agreement, or in excess of the amounts permitted by HUD, and it is further agreed that should the regulations of Authority permit only a lesser Distribution, then the Distribution shall not exceed that permitted by Authority.

(d) There shall have been compliance with all outstanding notices of requirements for proper maintenance and operations of the Development.

(c) Any Distribution of any funds of the Development, which the party receiving such funds is not entitled to retain hereunder, shall be held in trust separate and apart from any other funds; and

(b) No Distribution shall be made from borrowed funds, prior to the completion of the Development or when there is any notice of default under this Regulatory Agreement, Mortgage Note or Mortgage;

(a) Any Distribution shall be made only after the end of each fiscal year, and shall be limited to six percent (6%) of the Equity in the Development, as defined herein and set forth in the Act, which Distribution shall be cumulative;

5. Distributions. Owner and Mortgagee shall not, without the prior written approval of Authority, make, receive or retain any distribution of assets or any income of any kind of the Development, except Surplus Cash and then only as permitted herein and except on the following conditions (provided, however, that no such Distribution shall occur without the prior written approval of Authority and without Authority's receipt and approval of the annual financial report required under Paragraph 7(c) hereof, which approvals shall not be unreasonably withheld):

(e) Invest or deposit any funds from the Development in any property, real, personal or mixed, except obligations of, or fully guaranteed or secured as to principal by, the United States of America or an agency thereof or the state of Illinois, or deposit or maintain such funds in a depository not approved by Authority.

contracts and Authority, its board members, officers, employees, agents or members of their respective immediate families; or

3531074

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Authority agrees that it shall not transfer or assign the Mortgage Note to any party (other than HUD) unless such transferee or assignee shall first have agreed to be bound by the provisions of this Paragraph 8, notwithstanding the terms of the Mortgage Note and have agreed to similarly bind any subsequent transferee.

(e) The Prepayment Premium provided in Paragraph 8(b) hereof shall not be payable with respect to a prepayment of the Mortgage Note resulting from the application of casualty insurance proceeds or condemnation awards in reduction of the Mortgage Note indebtedness or resulting from the application of funds in reduction of the Mortgage Note indebtedness pursuant to Paragraph 4(a)(iii) hereof.

(d) If prepayment under the Mortgage Note pursuant to the terms and conditions hereinafore occurs prior to the later of the termination of (i) the qualified project period or (ii) the period during which any of the bonds remain outstanding, Mortgage Note holder shall deliver to Authority, concurrently with the payments required in (a) and (b) above, a quitclaim deed conveying the Development to Authority and Harris Trust & Savings Bank, as trustee ("Trustee") under Authority's 1985 Series B Multi-Family Housing Resolution adopted May 24, 1985, as amended and supplemented, in order that said grantees may immediately thereafter impose the occupancy restrictions, rental restrictions and use restrictions required by Section 103(b) of the Code and such other terms, conditions or restrictions as Authority shall require in order to monitor or defray the costs of monitoring such compliance, in a quitclaim deed or deeds reconveying the Development to Mortgage Note holder, all in a form, manner and priority as required by Authority and in substance identical to that certain Regulatory Agreement as to Tax-Exemption of even date herewith, by and between Maker, the beneficiary of Maker, Authority and Trustee (the "Tax-Exemption Regulatory Agreement"); provided, however, that subsequent amendments to Section 103 of the Code impose additional or other restrictions or requirements on the Development, Mortgage Note holder shall execute such quitclaim deed or deeds or agreements in form, manner, substance and priority as required by Authority for the purposes of complying fully (as determined by nationally recognized bond counsel chosen by Authority) with Section 103 of the Code, as so amended. The terms "qualified Project Period" and "Bonds", as used in this Paragraph 8(d) shall have the same definitions as contained in the Tax-Exemption Regulatory Agreement.

(c) The Prepayment Premium shall only be deemed to have been paid to Authority or holder of the Mortgage Note if it shall have been on deposit with the Authority or holder of the Mortgage Note for a period of ninety-one (91) days during which no objection in bankruptcy shall have been filed by or against Mortgage Note holder.

3531074

Office

Agreement: (b) Owner and its general partners (but not its limited partners) do assume personal liability under this Regulatory Agreement:

(a) Neither Owner nor any of its partners shall be personally liable for obligations under this Regulatory Agreement, the Mortgage, Mortgage Note or for payments to the replacement reserve fund required by the FHA Regulatory Agreement, except that Owner and its general partners shall be personally liable for violations of this Regulatory Agreement to the extent set forth in subparagraph (b) below.

11. Liability of Owner.

10. Subordination and Enforcement of Regulatory Agreement. This Regulatory Agreement and the terms, conditions and restrictions hereunder are subordinate to the Mortgage and the FHA Regulatory Agreement by any of the provisions of this Regulatory Agreement by Owner or Mortgage, by registered or certified mail, addressed to the addresses stated in this Regulatory Agreement, or such other addresses as may subsequently, upon appropriate written notice to Authority, be designated by Owner or Mortgage as its legal business address. If such violation is not corrected to the satisfaction of Authority within thirty (30) days after the date such notice is mailed or within a reasonable time if such violation is not curable within said thirty (30) days but in no event later than ninety (90) days after the date such notice is mailed or within such further time as Authority in its sole discretion permits, without further notice Authority may declare a default under this Regulatory Agreement effective on the date of such declaration of default and upon such default Authority may apply to any court, state or federal, for specific performance of this Regulatory Agreement, for an injunction against any violation of this Regulatory Agreement, for monetary damages (subject to the provisions of Paragraph 11 hereof), for the appointment of a receiver to take over and operate the Development in accordance with the terms of this Regulatory Agreement, or for such other relief as may be appropriate. Notwithstanding the foregoing, failure to comply with this Regulatory Agreement will not constitute a default under the Mortgage and enforcement of this Regulatory Agreement will not result in any claim under the Mortgage, or claim against the Development, the Mortgage Loan proceeds, any reserve or deposits made with the Authority or other person or entity required by HUD in connection with the Mortgage Loan, or against the rents or other income from the Development (other than surplus cash or net sales or refinancing proceeds of the Development) remaining after payment in full of the Mortgage Loan) for payment hereunder.

9. Non-Discrimination in Housing.

(a) Owner shall not in the selection of tenants, in the provision of services or in any other manner unlawfully discriminate against any person on the grounds of race, color, creed, religion, sex, age, handicap or national origin.

(b) Owner shall comply with all of the provisions of Section 13 of the Act and all other provisions of federal, state and local law relative to non-discrimination.

3531074

UNOFFICIAL COPY

Property of Cook County Clerk's Office

(d) "Equity in the Development" means the difference between the amount of the Mortgage Loan and the estimated cost of the Development, as recognized and approved by Authority, as such estimated cost of the Development may be altered from time to time pursuant to changes in the plans and specifications for the Development or

(c) "Distribution" means any withdrawal or taking of cash or any assets of the Development, including the segregation of cash or assets for subsequent withdrawal within the limitations of paragraph 4(e) hereof, and excluding payment or reimbursement for advances for reasonable expenses incident to the operation and maintenance of the Development.

(b) "Cost of the Development" means the amount determined by HUD in establishing the maximum insured amount of the Mortgage Loan, so long as such determination complies with Authority's Act and rules promulgated thereunder.

(a) "Code" means the Internal Revenue Code of 1954, as amended, and all rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time applicable thereto.

12. Definitions. As used in this Regulatory Agreement and to the extent consistent with the FHA Regulatory Agreement, the terms:

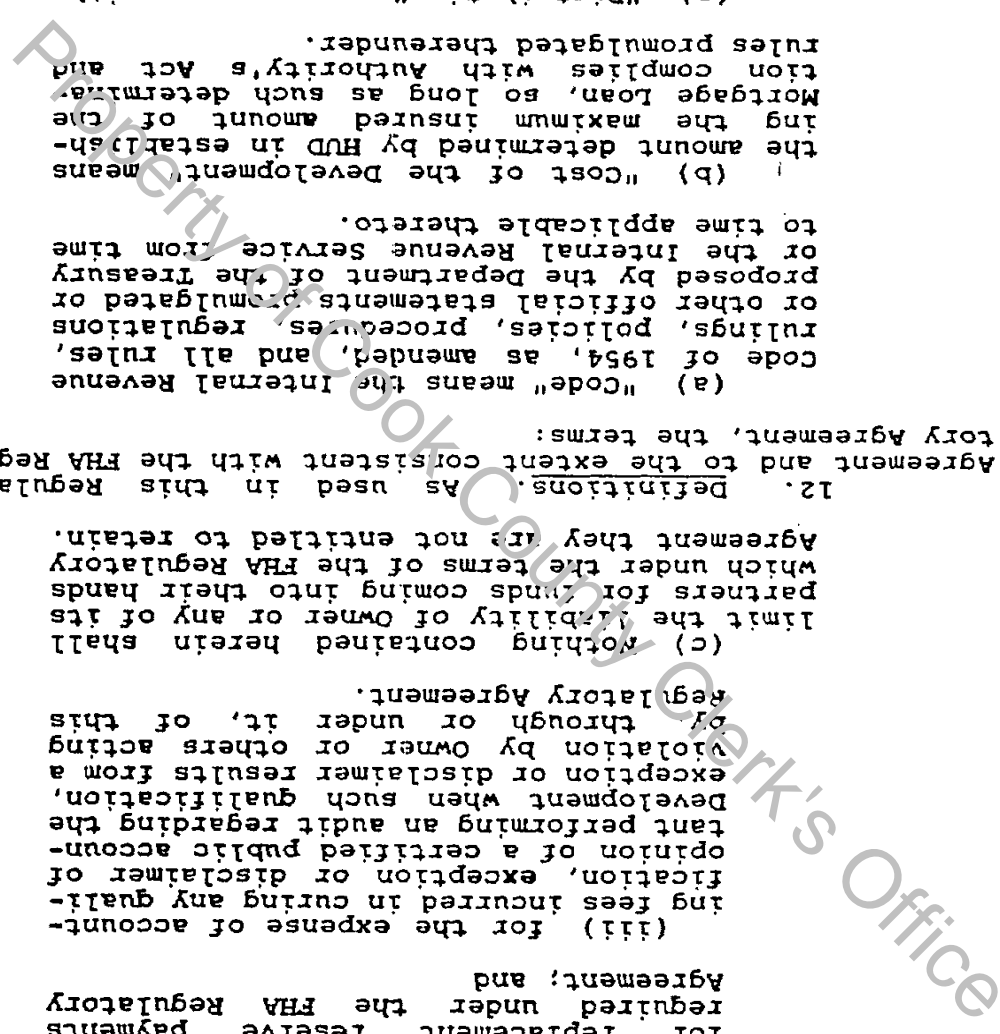
(c) Nothing contained herein shall limit the liability of Owner or any of its partners for funds coming into their hands which under the terms of the FHA Regulatory Agreement they are not entitled to retain.

(iii) For the expense of accounting fees incurred in curing any qualification, exception or disclaimer of opinion of a certified public accountant performing an audit regarding the Development when such qualification, exception or disclaimer results from a violation by Owner or others acting by, through or under it, of this Regulatory Agreement.

(ii) For its own willful acts and deeds and the willful acts and deeds of others acting by, through or under it in violation of the provisions hereof; provided, however, that nothing in this subparagraph 11(b)(ii) shall impose personal liability on the Mortgage Note or the Mortgage or partners for payments required under the Mortgage Note or the Mortgage or for replacement reserve payments required under the FHA Regulatory Agreement; and

which are applied in violation of the FHA Regulatory Agreement or in violation of Paragraphs 4(e) and 5 and of this Regulatory Agreement;

3531074



(c) Notwithstanding any provision of this Agreement, the terms and provisions of this Agreement shall terminate upon the event of the termination of this Regulatory Agreement, in the event of the termination of this Regulatory Agreement, in the event of the termination of this Regulatory Agreement.

(b) The parties hereto agree that this Regulatory Agreement shall continue in full force and effect so long as the Mortgage Note and Mortgage are outstanding on the Development; provided, however, this Regulatory Agreement shall automatically terminate in the event of foreclosure of the Mortgage, transfer of title by deed in lieu of foreclosure of the Mortgage or assignment of the Mortgage by Authority to HUD, or in the event of any sale or transfer of the Mortgage Note to any other holder.

(a) In the event of the prepayment of the Mortgage Note pursuant to the provisions of the foregoing Paragraph 8 hereof, while the Authority is the holder of such Mortgage Note, or in the event of the sale or transfer of the Mortgage Note by Authority to a transferee holder, the Authority shall promptly apply the proceeds of such prepayment or the proceeds derived by the Authority from such sale or transfer to the redemption of the Bonds.

15. Application of Proceeds of Prepayment or Sale or Transfer of Mortgage Note - Terms of Regulatory Agreement.

4. Execution of Conflicting Documents. In the event of any conflict (as determined by HUD) between the provisions of this Regulatory Agreement (including the Tenant Selection Plan described in Paragraph 3(c) hereof) or any other written instrument executed by owner and/or Mortgagee and Authority, and the provisions of any applicable HUD regulations, related HUD administrative requirements, or Mortgage Loan documents, the HUD regulations, related administrative requirements or Mortgage Loan documents shall control, except as the Regulatory Agreement or such other written instrument may impose stricter or additional covenants, conditions or limitations which are not in conflict (as determined by HUD) with the HUD regulations, related administrative requirements or Mortgage Loan documents, in which case owner and Mortgagee shall comply with such stricter or additional covenants, conditions or limitations.

13. Amendment of Regulatory Agreement. This Regulatory Agreement shall not be altered or amended without the prior written approval of all of the parties hereto and HUD.

(g) "Surplus Cash" shall have the meaning set forth in the FHA Regulatory Agreement.
(f) "Initial Closing Date" means the date that Authority has received the initial endorsement of insurance from FHA.
(e) "Final Closing Date" means the date that Authority has received the final endorsement of insurance from FHA.

orders for extra work approved by Authority; provided, however, Equity in the Development shall not be increased in the case of an unapproved change.

3531071

UNOFFICIAL COPY

Property of Cook County Clerk's Office

(a) In the event of a sale or other transfer of the Development or of all of the beneficial interest in any trust holding title to the Development which is accomplished in the manner permitted under the provisions of Paragraphs 4(a) or 4(b) hereof, all of the duties, obligations, undertakings and liabilities of the owner-transferor, under the terms of this Agreement, shall thereafter cease and terminate as to such owner-transferor, except as to any acts or omissions or obligations to be paid or performed of such owner-transferor

20. Termination of Liabilities.

Attn: Legal Department

130 E. Randolph Street
Chicago, Illinois 60601

Illinois Housing Development Authority

Authority:

Chicago, Illinois 60602

29 East Madison Street

Suite 614

West End Associates, Ltd.

Owner:

Chicago, Illinois 60601

180 North LaSalle Street

c/o Sidney M. Kaplan

of Chicago Trust No. 66136

Mortgagor: American National Bank & Trust Company

notices hereunder:

19. Notices The following are addresses for

18. Waiver by Authority. No waiver by Authority of any breach of this Regulatory Agreement shall be deemed to be a waiver of any other or subsequent breach.

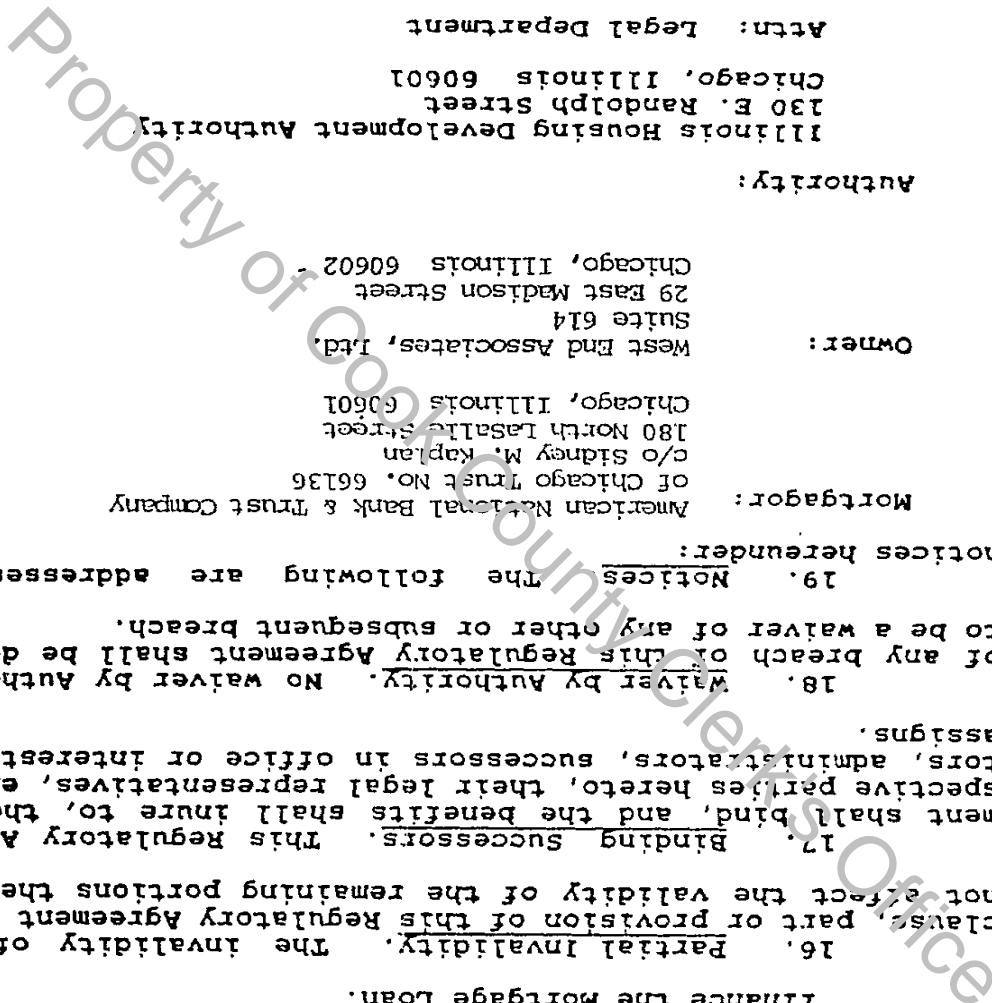
17. Binding Successors. This Regulatory Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest, and assigns.

16. Partial Invalidity. The invalidity of any clause, part or provision of this Regulatory Agreement shall not affect the validity of the remaining portions thereof.

(d) The term "Bonds" as used in this Paragraph 15 shall mean the bonds issued to finance the Mortgage Loan.

Paragraph 8 and this Paragraph 15 of this Regulatory Agreement shall nonetheless survive such termination and continue in full force and effect. The provisions of this Paragraph 15(c) shall not be binding on HUD or its successors and assigns; provided, however, that if Mortgagor or Owner or a related person (within the meaning of Section 1.103-10(e) of the Treasury Regulations) is a successor or assignee of HUD, with respect to such Mortgagor or Owner or related person, the provisions of Paragraph 8 and Paragraph 15 of this Regulatory Agreement shall survive.

3531074



UNOFFICIAL COPY

Property of Cook County Clerk's Office

(c) Nothing in this Paragraph 20 shall alter or modify the provisions of Paragraphs 4(a) or 4(b) hereof as such provisions in any way relate to HUD.

(d) Any new or successor general partner of the Owner (a "New General Partner") shall be bound by the terms of this Agreement to the same extent and on the same terms as the present General Partners are bound hereunder and shall execute an assumption of such obligation in form and content acceptable to HUD and the Authority as a condition precedent to such party's admission as a New General Partner of the Owner; provided that any such New General Partner shall not be obligated with respect to matters or events which occur or arise prior to such party's admission as a New General Partner of the Owner. In the event that any General Partner of the Owner shall voluntarily retire or withdraw from the Owner (a "Voluntarily Retiring General Partner") in a manner permitted under Paragraph 4(b) of this Agreement, all of the duties, obligations, undertakings and liabilities of the Voluntarily Retiring General Partner under the terms of this Agreement shall thereupon cease and terminate except as to any acts or omissions or obligations required to be paid or performed of such Voluntarily Retiring General Partner which occurred prior to such retirement or withdrawal. In the event that any General Partner shall die, be adjudicated insane or incompetent, or have a guardian or conservator appointed with respect to such General Partner, or its assets, or be adjudicated insolvent or bankrupt (and such adjudication of insolvency or bankruptcy shall not be dissolved or stayed within 60 days) (any such General Partner is referred to herein as an "Involuntarily Retiring General Partner"), all of the duties, obligations, undertakings, and liabilities of the Involuntarily Retiring General Partner under the terms of this Agreement shall thereupon cease and terminate except as to any acts or omissions or obligations required to be paid or performed of such Involuntarily Retiring General Partner which occurred prior to such death, adjudication of insanity or incompetence, appointment of a guardian or conservator or adjudication of insolvency or bankruptcy.

which occurred prior to such sale or transfer, provided, however, as a condition precedent to the termination of the liability of the owner-transferor hereunder, the owner-transferee shall assume, on the same terms and conditions as apply hereunder to the owner-transferor, all of the duties and obligations of such owner-transferor, arising under this Agreement from and after such sale or transfer. Such assumption shall be in form and content acceptable to HUD and Authority.

3531074

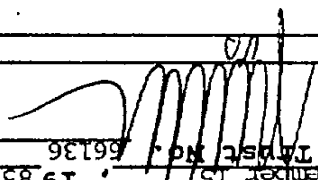
UNOFFICIAL COPY

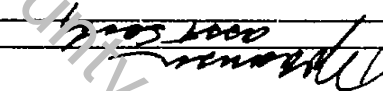
Property of Cook County Clerk's Office

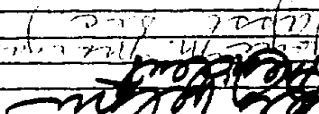

not personally, but as Trustee under Trust No. 66136 as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing contained in this Regulatory Agreement shall be construed as creating any monetary liability on said Trustee personally to pay any indebtedness accruing thereunder, or any personal monetary liability on said Trustee with respect to the performance of any warranty or covenant, either expressed or implied in this Regulatory Agreement (all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right of security thereunder) except that the said Trustee shall be liable for Development Funds or Development Property coming into its hands which, by the provisions of this Regulatory Agreement, it is not entitled to retain.

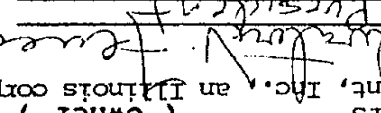

IN WITNESS WHEREOF, the parties hereto have caused this Regulatory Agreement to be executed and attested on the day and year above first written.

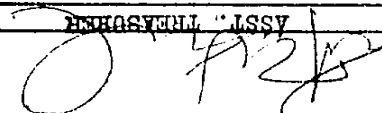
American National Bank & Trust Co. of Chicago, not personally but solely as Trustee under a Trust Agreement dated November 15, 1985, and known as Trust No. 66136


By:  Title: _____

By:  Title: _____

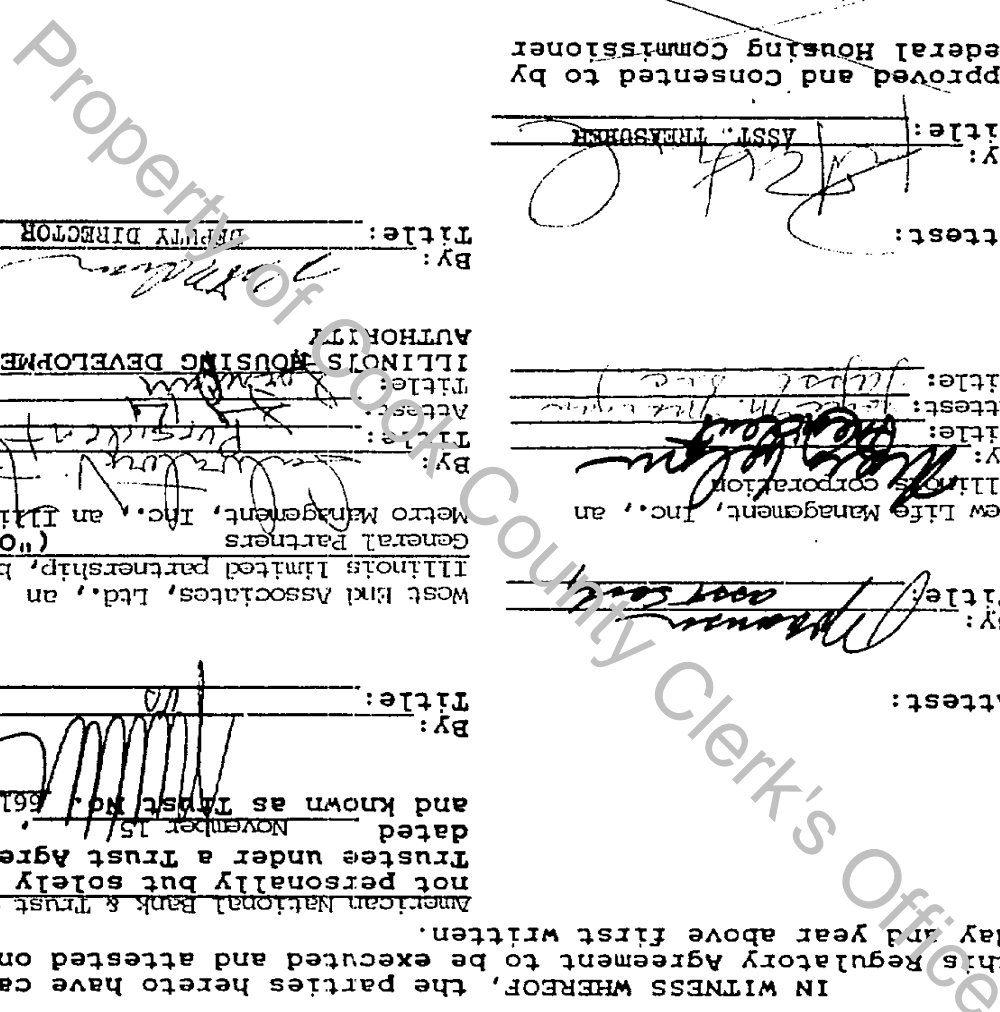
New Life Management, Inc., an Illinois corporation
By:  Title: _____
Attest:  Title: _____

West Eski Associates, Ltd., an Illinois limited partnership, by its General Partners ("owner") Metro Management, Inc., an Illinois corporation
By:  Title: _____
Attest:  Title: _____
ILLINOIS HOUSING DEVELOPMENT AUTHORITY

Approved and consented to by Federal Housing Commissioner
By:  Title: ASST. TREASURER

By:  Title: DEPUTY DIRECTOR

3531074



UNOFFICIAL COPY

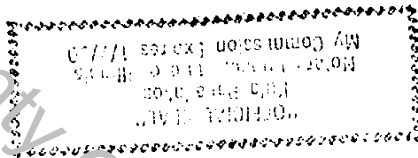
Property of Cook County Clerk's Office

Notary Public
Given under my hand and official seal this _____ day of _____, 1985.

I, _____, a Notary Public in and for said County and State
afore said, do hereby certify that _____ of
METRO MANAGEMENT, INC., an Illinois corporation, a General Partner of WEST END
ASSOCIATES, LTD., an Illinois limited partnership, and _____
of said corporation, who are personally known to me to be
the same persons whose names are subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that they signed and
delivered the said instrument, in their capacities as _____ and
of METRO MANAGEMENT, INC., an Illinois corporation, a General
Partner of WEST END ASSOCIATES, LTD., an Illinois limited partnership, as
their free and voluntary act and as the free and voluntary act and deed of
WEST END ASSOCIATES, LTD., for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS)
) COUNTY OF COOK)

3531074



Notary Public
[Signature]

Given under my hand and official seal this _____ day of _____, 1985.

I, the undersigned, a Notary Public in and for the
County and State aforesaid, do hereby certify that _____
to be the _____ of AMERICAN NATIONAL BANK & TRUST CO.
and _____
me to be the _____ of AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO, each of whom are personally known to
me to be the same persons whose names are subscribed to the
foregoing Regulatory Agreement, appeared before me this day
in person and acknowledged that they signed and delivered
the said Regulatory Agreement, in their respective capaci-
ties as _____ and ASST. SECRETARY of
AMERICAN NATIONAL BANK & TRUST COMPANY, as Trustee under a
Trust Agreement dated November 15, 1985, and
known as Trust No. 66136, as their free and
voluntary act and as the free and voluntary act and deed of
AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, for the uses and
purposes therein set forth.

STATE OF ILLINOIS)
) SS)
) COUNTY OF COOK)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Notary Public

Elizabeth M. Bush

Given under my hand and official seal this 10th day of July, 1986.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that PETER R. DWARS me to be the DEPUTY DIRECTOR of ILLINOIS HOUSING DEVELOPMENT AUTHORITY, and ROBERT W. RUGEN personally known to me to be the ASSISTANT DEPUTY DIRECTOR of ILLINOIS HOUSING DEVELOPMENT AUTHORITY, as their free and voluntary act and as the free and voluntary act and deed of ILLINOIS HOUSING DEVELOPMENT AUTHORITY, for the uses and purposes therein set forth. appeared before me this day in person and acknowledged that they signed and delivered the said Regulatory Agreement, in their respective capacities as DEPUTY DIRECTOR and ASSISTANT DEPUTY DIRECTOR of ILLINOIS HOUSING DEVELOPMENT AUTHORITY, each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing regulatory agreement, that appeared before me this day in person and acknowledged that they signed and delivered the said Regulatory Agreement, in their respective capacities as DEPUTY DIRECTOR and ASSISTANT DEPUTY DIRECTOR of ILLINOIS HOUSING DEVELOPMENT AUTHORITY, as their free and voluntary act and as the free and voluntary act and deed of ILLINOIS HOUSING DEVELOPMENT AUTHORITY, for the uses and purposes therein set forth.

3531074

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.

Notary Public

Given under my hand and official seal this 10th day of July, 1986.

I, Elizabeth M. Bush, a Notary Public in and for said County and State aforesaid, do hereby certify that NEW LIFE MANAGEMENT, INC., a General Partner of WEST END ASSOCIATES, LTD., an Illinois limited partnership, and WEST END ASSOCIATES, LTD., an Illinois limited partnership, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument, in their capacities as NEW LIFE MANAGEMENT, INC., an Illinois corporation, a General Partner of WEST END ASSOCIATES, LTD., an Illinois limited partnership, and WEST END ASSOCIATES, LTD., an Illinois limited partnership, for the uses and purposes therein set forth. as their free and voluntary act and as the free and voluntary act and deed of WEST END ASSOCIATES, LTD., for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.

UNOFFICIAL COPY

3531074

JUL 15 12 47 PM '86

REGISTRAR OF TITLES

IDENTIFIED NO.	Registrar of Terrors Titles HARRY "BUS" YNRELL GIAMBRONE
-------------------	--

Little Surveyors

P.O. Box 430

Wharton, IL

60189-

430

3531074

3
11/24/90

DUPLICATE

Property of Cook County Clerk's Office

Property of Cook County, Illinois

Common Address: 4301 W. West End Ave., Chicago, Illinois

Permanent Real Estate Tax Index No. 16-10-418-019-0000

Parcel III: Lot 1 in Block 29 in the resubdivision of the North 1/2 of Blocks 25 to 32 inclusive and the South 1/2 of Blocks 18 to 24 inclusive in the subdivision of the South 1/2 of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 1359 West Maypole, Chicago, Illinois

Permanent Real Estate Tax Index No. 16-10-412-001-0000

Parcel II: Lots 1, 2 and 3 in F. S. Tyrrell's Subdivision of Block 20 in the West Chicago Land Company's Subdivision of the South 1/2 of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 4455 West West End Ave., Chicago, Illinois

Permanent Real Estate Tax Index No. 16-10-327-001-0000

Parcel I: Lots 26 and 27 in Block 28 in Harvey S. Brackett's Resubdivision of parts of Blocks 28, 29 and 31 in the Subdivision of the South 1/2 of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT A

3531074

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3531074

ONE

3. Mass Mailing to Individuals on Interested Persons List

a. Fifteen days following the "General Notification", a mass mailing will take place. Mass mailing is the process of contacting all individuals on the Interested Persons List for West End Rehab by letter. (See Exhibit B) The letter will include a Pre-Application Card to be completed by the interested person and mailed to the development. (See Exhibit C).

2. General Notification

Prior to the beginning of marketing, a "General Notification" will be made to the general public about West End Rehab. "General Notification" is defined as the placement of suitable advertisements in newspapers identified in the final Marketing Plan and Affirmative Marketing Plan. The "General Notification" will include the following: name, address and telephone number of the rental office, the approximate date units will be available; and the size of the units available. The "General Notification" will also request that individuals interested in living at West End Rehab contact the development within 15 days of the date of publication of the "General Notification".

1. Affirmative Marketing Requirements

As set forth in the agreements to enter into the housing assistance payment contract, affirmative marketing efforts will be initiated 90 days prior to any other marketing efforts. A letter will be sent to the groups listed on the outreach section of the Affirmative Fair Housing marketing plan stating that the marketing of the project is commencing. This letter will also contain descriptive information about West End Rehab and solicit tenant referrals. (See Exhibit A)

B. Start of Marketing

1. All individuals on the Interested Persons List are informed at the time their names are placed on the Interested Persons List that it is their responsibility to inform the development's management office of changes in address or telephone number.

2. Individuals placed on the Interested Persons List are informed that placement on this list does not guarantee occupancy; placement on the list means merely that the individuals will be contacted in the future with detailed instructions on how to formally apply for residence at West End Rehab.

A. Establishing Interested Persons List

1. An interested persons list will be compiled for West End Rehabilitation. The interested persons list is defined as a list of all those individuals who have expressed interest in living at West End Rehab prior to the mass mailing. For definition of Mass Mailing see Section 1-B-3a. The interested persons list will include the name, address and telephone number of all persons who have expressed interest in applying for residence at the development.

MARKETING PROCEDURES

TENANT SELECTION PLAN
 WEST END REHABILITATION TENANT SELECTION
 42 UNITS OF SECTION 8
 CHICAGO, ILLINOIS 60624

UNOFFICIAL COPY

0 3 5 3 1 0 7 4

3531074

All persons who have Pre-Application Cards on file but who were not contacted for interviews will be contacted by mail prior to the beginning of any interviews. Communication at this time will inform such persons that they have been placed on the waiting list for occupancy at West End Rehab. Following completion of all interviews a second letter will be sent stating the individual's position on the waiting list. Individuals will be asked to respond by mail within 15 days (excluding week-ends and designated federal holidays) of the date the letter was mailed if still interested in occupancy at West End Rehab. If applicants do not respond in 15 days (excluding week-ends and designated federal holidays) of the date the letter was mailed their pre-application cards will be placed in the inactive file.

D. Pre-Application Card Overfill

Individuals who schedule an interview but fail to attend or reschedule their appointment will be treated as described in Section II B-3. Cards are placed in the inactive file. Pre-Application Cards of individuals whose pre-application cards are placed in the inactive file will be forfeited. No further effort will be made to contact individuals whose pre-application cards are placed in the inactive file. Once a person's card is placed in the inactive file, the applicant's position on the waiting list will be forfeited. No date, time and place of interview. Pre-Application Cards of those persons not responding within 15 days (excluding week-ends and designated federal holidays) of the date the certified letter was mailed will be placed in the inactive file. The persons to be interviewed will be contacted first by telephone and then if necessary by certified mail in order to arrange a priority number. Persons will be interviewed in order of their Pre-Application Cards. Approximately 5 interviews will be conducted for the 42nd units.

C. Determining Interviews

Persons making inquiries after the mass mailing, but prior to the start of occupancy, will be provided with a Pre-Application Card and requested to mail the card to the management office. Persons making inquiries after the start of occupancy will be asked to fill out a pre-application card. No pre-application cards will be accepted after the date on which 95% occupancy is reached and the waiting list has been closed. (See Section II for definition of Waiting List and Waiting List Procedures).

All returned Pre-Application Cards will be dated by management as of date of receipt and given a priority number in order of receipt. Immediately following this procedure a list will be created in which the names and corresponding priority numbers will be recorded. (See Exhibit D). The Pre-Application Cards will then be filed according to their corresponding priority number on the list. Cards will also be categorized according to unit size and special occupancy categories as defined in Section VIII. All Pre-Application Cards will be retained on-site permanently.

Persons making inquiries after the mass mailing, but prior to the start of occupancy, will be provided with a Pre-Application Card and requested to mail the card to the management office. Persons making inquiries after the start of occupancy will be asked to fill out a pre-application card. No pre-application cards will be accepted after the date on which 95% occupancy is reached and the waiting list has been closed. (See Section II for definition of Waiting List and Waiting List Procedures).

Ortiz

GM M/T

End Rehab.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3531074

Following the completion of initial interviews the Waiting List will be updated every 12 months. Updating will be done in the following manner: Annually a letter will be sent to each person on the Waiting List. (See Exhibit E): The letter will include a Reply Card (See Exhibit E), to be returned if the person is still interested in living at West End

C. Updating the Waiting List

1. When an interview is scheduled but the applicant fails to attend, Management will attempt to contact the applicant by telephone. If there is no contact after 3 attempts within 48 hours, the applicant's pre-application card will be placed in the inactive file. If management contacts the applicant, another appointment will be scheduled if the applicant has good cause such as illness or accident, for failure to keep the prior appointment. If applicant again fails to attend the interview the applicant's pre-application card will then be placed in the inactive file. A letter will be sent to inform the applicant that their pre-application card has been placed in the inactive file.

2. If the contacted person refuses a unit, he/she will remain at the top of the waiting list, however, a letter will be immediately sent informing him/her that after the second refusal his/her name will be removed from the waiting list and placed in the inactive file.

3. When an interview is scheduled but the applicant fails to attend, Management will attempt to contact the applicant by telephone. If there is no contact after 3 attempts within 48 hours, the applicant's pre-application card will be placed in the inactive file. If management contacts the applicant, another appointment will be scheduled if the applicant has good cause such as illness or accident, for failure to keep the prior appointment. If applicant again fails to attend the interview the applicant's pre-application card will then be placed in the inactive file. A letter will be sent to inform the applicant that their pre-application card has been placed in the inactive file.

B. Contacting Persons on the Waiting List

1. When a unit becomes available the pre-application card with the top priority number for that unit size will be selected. Management will attempt to make contact with the individual by telephone at least 3 times during the next 48 hour period. If contact cannot be made by telephone, a certified letter will be sent to the individual requesting a date and time for interview. If West End Rehab does not receive a response to the certified letter within 5 business days from the date the letter was mailed, the individual will forfeit the opportunity to apply for the available unit but will remain at the top of the waiting list. When a second unit becomes available, another certified letter will be sent to the applicant. This letter will explain that another non-response will result in placement in the inactive file. If the applicant does not respond, he/she will be placed in the inactive file. A last letter will then be sent informing the applicant that his/her name has been removed from the waiting list.

A. Definition of the Waiting List

All pre-application cards which were received but not assigned a unit for occupancy or not placed in the inactive file, will become West End Rehab's Waiting List. West End Rehab will maintain one waiting list and names on the waiting list will appear in the order of each individual's pre-application card's priority number. Placement on the waiting list, however, does not guarantee that the individual is eligible or acceptable for occupancy at West End Rehab. The pre-application cards will be categorized according to unit size and special occupancy categories.

II. WAITING LIST PROCEDURE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

7
B

During each interview that is conducted a written application will be taken. (See Exhibit H.). In order to make application the applicants must pay a refundable application fee of \$50.00 (10.00 in the case of position applicants who are 2 years of age or older who are receiving public aid, social security or unemployment compensation). If

V. APPLICATION FEE

III. THE INTERVIEW PROCESS

If based on projected turnover, it is anticipated that all the persons with Pre-Application cards for a unit size will be assigned a unit within the next 12 months the development will begin to accept Pre-Application Cards for that unit size. There will be 90 days advance notice before the development will begin to accept Pre-Application cards except in those cases where the development is experiencing an unexpected vacancy loss due to unusual turnover. All persons calling West End Rehab. will be informed of this policy.

2. Reporting the Waiting List

Unit Size	Annual Projected Turnover	Maximum Pre-Application Cards	Minimum Pre-Application Cards
1	2	4	4
2	3	6	3
3	1	2	1

1. Closing the Waiting List
Except for a 95% occupancy, no Pre-Application Cards will be taken when the number of Pre-Application Cards for a unit size equals the projected turnover in that unit size for 2 years. (See chart below).

D. Closing/Reporting the Waiting List

2. After the waiting list is updated based on the reply cards returned, a current status letter (see Exhibit G) will be sent to each individual informing the individual of the position of their Pre-Application card within the unit category. No individual will be given a position on the Waiting List other than through this procedure. The current status letter will also inform the individual that it is up to him/her to notify the management office of any change in address or telephone number.

The individual will be placed in the inactive file. If no response is received the individual's Pre-Application card will be placed in the inactive file. A letter will be sent to inform the individual that his pre-application card has been placed in the inactive file. The individual will be given 15 days (excluding week-ends and designated federal holidays) from the date the letter was mailed in which to respond. If no response is received the individual's Pre-Application card will be placed in the inactive file. A letter will be sent to inform the individual that his pre-application card has been placed in the inactive file.

3531074

UNOFFICIAL COPY

Property of Cook County Clerk's Office

A non-immigrant student will not be eligible for Federal housing assistance. A non-immigrant student alien is a person who: (1) has a

B. Non-immigrant Student Alien

Organ M. Miller

The annual income of the applicant must be less than or equal to the limits set up by the U. S. Department of Housing and Urban Development for the appropriate family size.

A. Income

All Eligibility Requirements will comply with Federal Regulation 24CFR 883.704 and other requirements of the Housing Assistance Payment Program.

IV. ELIGIBILITY REQUIREMENTS

After West End Rehab achieves 95% occupancy the application process for each individual will be completed in 30 days (excluding week-ends and designated federal holidays). Application process is defined as the time starting with the individual's interview with management and concluding when the applicant is advised of rejection/acceptance. Prior to 95% occupancy the application process for each individual will be completed in 45 days (excluding week-ends and designated federal holidays).

D. Completion of Application Process

The home visit will be the last step in approving an applicant. All other steps in the approval process will be completed prior to the home visit. Home visits will be performed on all applicants living within a 50 mile radius of West End Rehab at the time of the interview. (See Exhibit J).

C. Home Visits

Exhibit I).

2. Request for verification of income, bank accounts, previous housing, child care, unusual expenses, medical expenses and status of a disabled or handicapped person, etc., will be mailed by management (See

1. A written credit report will be ordered by management.

With respect to all written applications received, the following actions will be taken simultaneously:

B. Verification of Information on Application

occupancy.

rejected, no credit check fee is due. The fees are payable prior to fee of \$15.00 will be due once a move-in date has been established. If applicant is accepted for occupancy to the development and he/she refuses to pay the application fee will be forfeited. In addition, a credit check fee of \$15.00 will be due at time of approval. If the applicant cannot afford the fee at time of application, the fee will be due at time of approval. If the applicant is accepted, the application fee will be credited toward the security deposit. If applicant is rejected, the application fee will be refunded within 30 days of the date the applicant's rejection letter was mailed. (See Section VII). If the applicant cannot afford the fee at time of application, the fee will be due at time of approval. If the applicant is accepted, the application fee will be credited toward the security deposit. If applicant is rejected, the application fee will be refunded within 30 days of the date the applicant's rejection letter was mailed.

3531074

Organ M. Miller

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1. Management will consider whether the applicant has a satisfactory history of meeting financial obligations, (including timely payment of rent, outstanding judgments or a history of late payment of

B. Credit and Financial Standing

Management will consider whether the applicant has refused to cooperate fully in all aspects of his/her application process, or if the information supplied is intentionally falsified.

A. Ineligibility/Incomplete Information on Application

The fact that an applicant is eligible for Federal Housing Assistance does not mean that the applicant is acceptable and will be a suitable tenant. Tenant selection criteria may relate to the ability of the applicant to fulfill lease obligations and may not automatically deny applicants. In determining whether the applicant will be selected, Management will consider various criteria, along with any related explanations offered by the applicant concerning the facts involved, including changes in circumstances. Rejection of an applicant may be based on one or more of the following criteria:

VI. SELECTION AND REJECTION CRITERIA

C. A married couple living alone may not occupy a two-bedroom apartment unless separate bedrooms are determined by a physician to be necessary for medical reasons.

B. Non-married elderly, disabled, or handicapped persons may occupy either a one-bedroom or a two-bedroom apartment. An elderly or handicapped person(s) may also occupy a two-bedroom apartment with a person who is not elderly, handicapped, disabled, or otherwise eligible for Section 8 assistance provided the person who is not elderly, handicapped, disabled or other eligible for Section 8 is determined to be essential to his/her care or well being.

A. The unit applied for must have enough bedroom space to accommodate the applicant's household. No more than two people will be permitted to occupy a bedroom. In selecting a unit size for the applicant management will balance the need to avoid over crowding a unit with the objective of maximum utilization of space.

V. HOUSEHOLD/UNIT SIZE LIMITATION

Single persons (individuals living alone or who intend to live alone) are ineligible for Section 8 assistance, without prior approval from HUD unless such person is elderly, disabled, or handicapped.

C. Family Size

Foreign residence which he/she has no intention of abandoning; 2) is a bonafide student qualified to pursue full course of study and was admitted to the United States temporarily and solely for the purpose of pursuing a full course of study at an established institution.

3531074

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Each rejected applicant will be notified promptly by written rejection notice of the reason for rejection. (See Exhibit K). The Notice will advise the applicant that he/she may, within 14 days of receipt of the notice, (excluding week-ends and designated Federal holidays) respond in writing or request to meet with management to discuss

V. Written Notification

VII. REJECTION PROCEDURES

residents.

Management will consider unsuitability housekeeping by the applicant. This criteria is not intended to exclude households whose housekeeping is only superficially unclean or disorderly if such conditions would not appear to affect the health, safety or comfortable possession of other

D. Unsuitability Housekeeping

Management will consider whether the applicant or any other person who will be living in the unit has a history of physical violence to persons or property, or has exhibited living habits at prior residences which could adversely affect the health, safety and quiet enjoyment of the other residents of the development. Management will consider all circumstances regarding this type of activity as well as the period during which it occurred. Management will also verify and document the previous 2 years of housing for each applicant. This includes those applicants who were homeowners or lived with parents.

C. History of Residency

Management will consider whether the applicant demonstrates financial ability to pay the monthly contribution toward the rent of the unit. This means that the total of the applicant's monthly contribution plus other long-term obligations (payments more than 12 months), should be less than fifty-five percent of his/her monthly gross income. Income ratios higher than 55% will not automatically disqualify an applicant. The ratios must be considered in the context of the applicant's credit and employment history, potential for increases in income, etc. Management's decision on the creditworthiness of the applicant will be based upon a determination of whether the applicant, considering all relevant factors including the income-to-rent ratio, is capable and willing to pay rent on the apartment leased.

2. Management's inability to verify credit references is a factor for rejection of an application. Consideration will be given to special circumstances in which credit has not been established. (Income, age marital status, etc.). Lack of credit history will not cause an applicant to be rejected, although management may require in such circumstances that the lease be guaranteed by a person with a history of credit worthiness.

3. Management will consider whether the applicant demonstrates financial ability to pay the monthly contribution toward the rent of the unit. This means that the total of the applicant's monthly contribution plus other long-term obligations (payments more than 12 months), should be less than fifty-five percent of his/her monthly gross income. Income ratios higher than 55% will not automatically disqualify an applicant. The ratios must be considered in the context of the applicant's credit and employment history, potential for increases in income, etc. Management's decision on the creditworthiness of the applicant will be based upon a determination of whether the applicant, considering all relevant factors including the income-to-rent ratio, is capable and willing to pay rent on the apartment leased.

3531074

UNOFFICIAL COPY

Property of Cook County Clerk's Office

100% of the units will be made available to persons who qualify

C. Economic Mix

2. Physically handicapped persons will be given priority for those units especially designed for the physically handicapped.

1. Handicapped persons in wheel chairs will be given priority for those units especially designed for wheel chair occupants.

B. Handicapped Persons

2. Applicants claiming to be displaced persons must provide written documentation to prove their status.

1. Preference for occupancy in the development will be given to displaced persons and families. Displaced individuals are those as defined in Federal Regulations 24 C.F.R. 812.2

A. Displaced Persons

Although applicants will be interviewed, processed and accepted as authorized in Section III Through VI, exceptions will be made for the following reasons:

VIII. SPECIAL OCCUPANCY CATEGORIES

Management will inform the applicant within 5 days (excluding weekends and designated Federal holidays) after the date of the review, whether or not management's decision is reversed. If after the review, suitable vacant unit. If no such unit is available he/she will be placed in the next available appropriate unit.

A review of the applicant's application file will be conducted by a member of management or owner's staff and do not participate in the initial decision to reject the applicant. Prior to 9:30 occurring the review will take place within 15 days (excluding weekends and generally designated holidays) of the applicant's request for review. Thereafter, the review will take place within 7 days (excluding weekends and designated Federal holidays) of the applicant's request for review.

During the review the contents of the applicant's file will be examined. Prior to the review, the applicant may submit a written statement for the file which will be considered at the review. If the applicant is present, discussions will be held to ascertain that the file contains no inaccuracies with respect to the information forming the basis of the rejection.

A. REVIEW OF APPLICANT APPLICATIONS

The letter shall also inform the applicant that responding to management's notice does not preclude the applicant from exercising other avenues available if he/she believes he/she is being discriminated against on the basis of race, color, creed, religion, sex, national origin, age or handicap.

3531074

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3531074

Illinois Housing Development Authority

Approved:

Oliver J. McNeil
Property Manager

Date: 2/19/85

Submitted:

Oliver J. McNeil
Property Manager

Date: 2/13/85

This category only applies to Family Section 8 Developments within the following counties: Cook, DuPage, Will, Kane, Lake, McHenry,

above.

All applicants given preference within a special occupancy category must meet the eligibility and selection criteria outlined in Sections IV and V

of the Garettaux class.

Leadership council will determine the total number and bedroom distribution of the apartments to be made available for members of the Garettaux class.

Under the terms of the consent decree entered into as a result of the Garettaux litigation, a portion of the units must be reserved for the occupancy of those persons who meet the project's eligibility and selection criteria and who are certified by the leadership council as members of the Garettaux class.

1. Under the terms of the consent decree entered into as a result of the Garettaux litigation, a portion of the units must be reserved for the occupancy of those persons who meet the project's eligibility and selection criteria and who are certified by the leadership council as members of the Garettaux class.

F. Garettaux

If the size of a family already residing at the development changes, the family residents will be required to move to the next available unit of project size approved by management.

E. Changes in Family Size for Current Residents of Developments

2. To obtain preference in selection based on local residence, an applicant must provide documentation clearly demonstrating either his/her current residence address or location of current or future employment in West Garettaux Community.

1. Preference will be given to residents who live or work in the West Garettaux Community. The West Garettaux Community may be defined as all areas within the boundaries of Pulaski-east, Cicero-west, Congress-south, and Chicago Ave.-North. The applicant who is a resident on the waiting list. The development's use of resident preference does not supersede or negate any affirmative marketing obligations.

D. Community Residence Preference

under the very low income levels of Section 8 for a given area.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 5 3 1 0 7 4

3531074

Property of Cook County Clerk's Office

ITM/by
Property Manager
Ida T. McNeal

Sincerely,

If you know of any interested families, please have them call me at 826-5540.
If you have any questions before December 15, 1984 please call me at 265-6323.
West End Rehabilitation will consist of 1 and 2 bedroom apartments and 3 bed-
room for low income families. The first building of apartments will be ready for
occupancy on or around December 15, 1984.
On December 15, 1984, we will be opening our rental information center in the
Bethel New Life, Inc. Center at 367 No. Karlov, Chicago, Illinois.

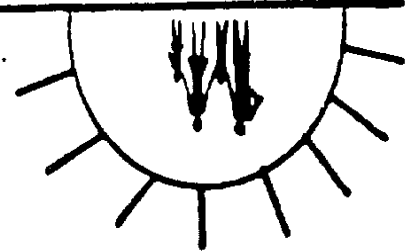
Dear _____:
Re: West End Rehabilitation

December 15, 1984

EXHIBIT A

367 N. Karlov, Chicago, Illinois 60624 (826-5540)

NEW LIFE UNLIMITED



UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

0 3 5 3 1 0 7 4

3531074

ITM/by
Property Manager
Ida T. McNeal

Sincerely,

Thank you again for your interest in West End Rehabilitation.

On the enclosed sheet you will find a list of information and documents you will be required to provide at the time of the interview.

Interviews will be conducted at Bethel New Life, Inc. at 367 No. Karlov in Chicago, Illinois. Leasing personnel will be unable to see applicants prior to their scheduled interview. If you have any questions, we will be happy to answer them at the time of your interview.

If you are still interested in living at West End Rehabilitation please return the enclosed pre-application card as quickly as possible by mail only. All pre-application cards will be dated and given a priority number in order of their receipt. Appointments will then be made by our leasing staff based on the cards priority number.

Thank you for your initial inquiry regarding housing at West End Rehabilitation. Residents will be selected only from those eligible persons who make formal application. We have had over five hundred initial inquiries for our one hundred and fifty apartments.

Dear Friend:

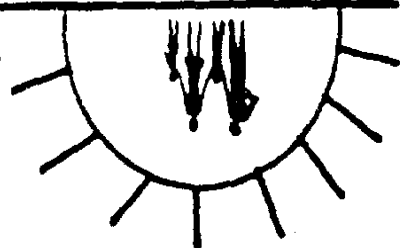
Re: West End Rehabilitation

December 15, 1984

EXHIBIT 8

367 N. Karlov, Chicago, Illinois 60624 (826-5540)

NEW LIFE UNLIMITED



UNOFFICIAL COPY

State of Illinois

County of Cook

Notary Public

My commission expires on _____

My commission expires on _____

My commission expires on _____

My commission expires on _____

My commission expires on _____

My commission expires on _____

My commission expires on _____

My commission expires on _____

My commission expires on _____

My commission expires on _____

My commission expires on _____

My commission expires on _____

Notary Public
State of Illinois
My Commission Expires on _____

Property of Cook County Clerk's Office



0 3 5 3 1 0 7 4

3531074

Property of Cook County Clerk's Office

MALE FEMALE
 BIRTH DATE: _____
 NAME (Last, First, Middle): _____
 ADDRESS: _____
 PHONE: _____
 RELATIONSHIP: _____
 DATE OF APPOINTMENT: _____
 (Printed name of person with B.A.C. when _____)

PREAPPLICATION CARD

EXHIBIT C

UNOFFICIAL COPY

0 3 5 3 1 0 7 4

3531074

Property of Cook County Clerk's Office

Priority # Name Unit Type Comments

PREAPPLICATION CARDS
IN ORDER OF RECEIPT

EXHIBIT D

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 5 3 1 0 7 4

3531074

Resident Manager

Sincerely,

Thank you for your interest in West End Rehabilitation. It is not necessary to call or come in to the office at this time as we do not have anything immediately available.

If you are still interested in living at West end rehab enclosed is a card which must be returned to New Life Management office within 15 days (excluding weekends and designated federal holidays) (Date), if you wish to remain on the waiting list. Failure to return the card in this period, will result in your name being permanently removed from the waiting list.

We are currently in the process of updating our waiting list for West End. Sometime ago you expressed interest in living at our development, and your name was placed on the waiting list.

Dear friend:

Re: WEST END REHABILITATION

April 12, 1983

Exhibit E

UNOFFICIAL COPY

0 3 5 3 1 0 7 4

3531074

Property of Cook County Clerk's Office

WEST END-REHABILITATION

I am still interested in living at West End.
 Rehabilitation.
 Applicant Name _____
 Current Address _____
 Phone # _____
 Work # _____
 Size Unit Desired 1 BR 2 BR 3 BR

REPLY CARD

EXHIBIT F

UNOFFICIAL COPY

0 3 5 3 1 0 7 4

3531074

Ida T. McNeal
New Life Unlimited
367 N. Karlov
Chicago, ILL 60624

Sincerely,

Please remember to notify the New Life office of any change of address or phone number.
This letter is the only means by which you will be informed of your position on the waiting list.
Number _____ for a _____ bedroom unit

This letter is to advise you of your current position on our waiting list for future occupancy at West End Rehab. At the present time you are:

Dear _____

Date: _____

RE: West End Rehab

New Life Unlimited
367 N. Karlov
Chicago, ILL 60624

367 N. Karlov, Chicago, Illinois 60624 (826-5540)

NEW LIFE UNLIMITED



EXHIBIT 6

UNOFFICIAL COPY

10/10/2017 10:00 AM
10/10/2017 10:00 AM
10/10/2017 10:00 AM

10/10/2017 10:00 AM
10/10/2017 10:00 AM
10/10/2017 10:00 AM
10/10/2017 10:00 AM
10/10/2017 10:00 AM

Property of Cook County Clerk's Office

10/10/2017 10:00 AM
10/10/2017 10:00 AM

10/10/2017 10:00 AM
10/10/2017 10:00 AM

10/10/2017 10:00 AM
10/10/2017 10:00 AM

10/10/2017 10:00 AM
10/10/2017 10:00 AM

10/10/2017 10:00 AM
10/10/2017 10:00 AM

10/10/2017 10:00 AM
10/10/2017 10:00 AM



UNOFFICIAL COPY

0 3 5 3 1 0 7 4

_____ Title

_____ Signature _____ Date

_____ Remarks

_____ Years Remaining to Complete Degree or Program

_____ Check Applicable Box

_____ Referred Individual is not a full-time student in good standing at this institution

_____ Address

_____ Name of Educational Institution

_____ Date _____ Signature _____

I hereby authorize the release of this information

_____ Manager

Sincerely,

Your prompt return of this letter will be appreciated. A stamped self-addressed return envelope is enclosed. If you have any questions please call _____

We are required to verify the full-time student status of individuals applying for admission to our college. In order to assist in this requirement, we ask your cooperation in supplying the information requested below regarding the referred individual. This information will be used only to determine eligibility of enrollment.

_____ No

3531074

Property of Cook County Clerk's Office

FULL-TIME STUDENT VERIFICATION

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 5 3 1 0 7 4

3531074

CHILD/DEPENDENT CARE VERIFICATION

Re _____

Dear _____

We are required to verify the amounts paid for the care of children or other dependents of and a duplicate of living in federally assisted housing. To comply with this requirement, we ask you to provide information requested below regarding the rental and utility expenses. This information will be used only to determine eligibility for rental assistance.

Your prompt return of this letter will be appreciated. A stamped self-addressed envelope is enclosed if you have any questions. Please call _____

Sincerely,

 Manager

They authorize the release of this information

 Signature

.....

Name of Person or Agency Providing Care _____
 Address _____
 Name of Person or Person's Cared For _____

Average Amount Paid for Care \$ _____
 Week _____
 Month _____

Estimated Amount to Be Paid in Coming 12 Months \$ _____
 (Include full-time summer care of school children, if applicable)

_____ Date
 _____ Signature

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0 3 5 3 1 0 7 4

3531074

MEDICAL VERIFICATION

Dear Sir/Madam

has applied for an apartment at this development since the rental rates on 25th floors can be reduced for families with medical expenses we are required to ask to obtain information with regard to these medical expenses. To comply with this requirement, we ask your cooperation in supplying the information requested below regarding the referenced individual.

Your prompt return of this letter will be appreciated. A stamped self-addressed return envelope enclosed if you have any questions please call _____

Sincerely,

 Manager

I hereby authorize the release of the requested information

 Signature

_____ Date

Nature of Illness/Condition _____

Type of Service You Provide to Applicant (check all appropriate)

 Physician Care

 Dental Care

 Hospital/Clinic Care

 Prescriptions

 Therapy/Describe

 Medical Transportation

 Medical Insurance

Projected Cost of Services During Next 12 Months _____

Does the applicant require a private bedroom for medical reasons?
 _____ YES _____ NO

Signature of Person Providing Information _____

Title _____

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 5 3 1 0 7 4

3531074

Date

Signature

Remarks

Amount of Child Support Paid
\$ _____ per week month year

Address

Name of Person Paying Child Support

Date

I hereby authorize the release of this information

Sincerely,
Manager

Your prompt return of this letter will be appreciated. A stamped self-addressed envelope is enclosed. If you have any questions please call _____

We are required to verify the incomes of all persons applying for admission to or living in federal assisted housing. To comply with this requirement we ask your cooperation in supplying the information requested below regarding the referenced individual. This information will be used only to determine eligibility or rent.

Dear _____

No _____

CHILD SUPPORT INCOME VERIFICATION

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 5 5 3 4 0 7 4

3531074

Date Commission Expires

Name of Member Public

Name of Member Public

Date

Property of Cook County Clerk's Office

5-8-1980 Add. Comm. Term

to

for the following work

for the coming 12 months (from

to

for the following work

received a total of \$

name

PRESENT ADDRESS

FULL NAME OF APPLICANT OR TENANT

SELF EMPLOYMENT VERIFICATION

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 5 8 1 0 7 4

Date

Title

By

VETERANS ADMINISTRATION

6 Remarks (if any)

5 Changes if any changes contemplated, check here! (and explain on reverse side)

4 Other Payments (Mo. Insurance, Etc.): Monthly Amount \$

Effective Date of Current Award: Monthly Amount \$

Pension (non service connected Disability) (Death) ()

3 Compensation (service connected) Disability (Death) (Dependency & Indemnity) ()

Name & Address of Employer:

Name of Training Institution

Effective Date of Current Award: Ending Date

2 Allowance for Education or Training School (On-the-job) (Monthly Amounts)

1 Periods of Active Duty from to to

Signature

Date

I hereby authorize the release of the requested information

Manager

Sincerely,

The individual referenced above has applied for an apartment at this development. Since the rental rates here are federally subsidized we are required by law to verify certain information relating to income and benefits. In the spaces provided below, please indicate the amount, type and expiration date of all benefits and payments received by this individual from your agency, and return this letter to us as soon as possible. We will keep this information in strict confidence and use it only for the purpose of determining eligibility for rental assistance.

Dear Sir/Madam:

RE NAME
ADDRESS
CLAIM NO SERIAL #
INS POL NO PMT DUE DATE
DATE OF BIRTH WAMI WAMII KOREA OTHER

VA BENEFITS VERIFICATION

3531074

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 5 3 1 0 7 4

3531074

UNEMPLOYMENT VERIFICATION

Dear Sir/Madam

We are required to verify the incomes of all members of families applying for admission as tenants to federal assisted housing units which we operate and to redetermine periodically the incomes of these families. This is because the laws under which these housing units are administered restrict occupancy to low income families and base rents on the amount of the family income.

To comply with this requirement we ask your cooperation in completing the applicable items on the following report for the period listed above. This information will be used only in determining the eligibility status and rent of the person's family.

Your prompt return of this letter will be appreciated. A self-addressed return envelope is enclosed if you have any questions please call _____

Sincerely,

 Manager

I hereby authorize the release of the requested information

Applicant Signature _____ Date _____

GROSS WEEKLY PAYMENTS _____ IS CLAIMANT ELIGIBLE FOR FURTHER BENEFITS?
 Yes _____ No _____

DATE OF INITIAL PAYMENT _____

DURATION OF BENEFITS _____ weeks if yes, how many weeks _____ Amount \$ _____
 If no, termination date of benefits is _____

Signature _____ Date _____

_____ Title _____

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3531074

Property of Cook County Clerk's Office

The undersigned certifies that he/she has no income from any sources and that he/she is aware of the "Warning: Section 1010 of Title 18, U.S.C. Department of Housing and Urban Development Transactions, provided "Whoever, for the purpose of ... influencing in any way the action of such Department ... makes, passes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000, or imprisoned not more than two years, or both." This warning can be found on HUD Form 92900-1.

Affidavit

Signed _____
Signed _____

STATE OF ILLINOIS, _____ County ss:

_____, a Notary Public

In and for said county and state, do hereby certify that

_____, personally know to me and appeared before me

this day in person, and acknowledged that _____ signed

and delivered this instrument as _____ free and voluntary act,

for the used and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19 _____

My Commission expires:

Notary Public

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 5 3 1 0 7 4

Enclosures:
Pension and Annuities Data Sheet
Return Envelope

(Signature of Applicant)

I hereby authorize the release
the requested information.

3531674

Very Truly Yours,

Please call on 826-5540.

Your prompt return of the information attached will be appreciated.
A self-addressed return envelope is enclosed. If you have any questions,

To comply with this requirement, we ask your cooperation in completing
the applicable items on the following report for the employee listed
above. This information will be used only in determining the eligibility
status and rent of the employee's family.

We are required to verify the income of all members of families applying
for admission as tenants to the federally aided housing units which we
operate and to redetermine periodically the incomes of tenant families.
This is because the laws under which these housing units are administered
restrict occupancy to low-income families and base rents on the amount
of the family income.

Gentlemen:

PENSION AND ANNUITIES VERIFICATION

I.D.# _____

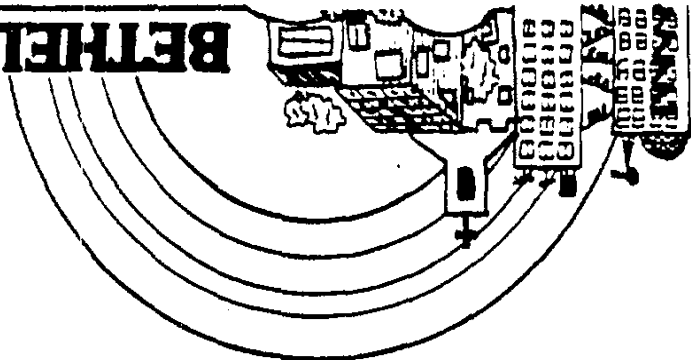
RE: _____

DATE: _____

(312) 826-5540

BETHEL NEW LIFE, INCORPORATED

Bethel Housing
Bethel Cooperative Housing
Bethel Food Cooperative
Stitches Unlimited
Bethel Wholistic Health Center
Anastoth Gardens
New Life Unlimited
367 N. KARLOV
CHICAGO, IL 60624



UNOFFICIAL COPY

COOK COUNTY CLERK
111 N. LAUREL ST.
CHICAGO, IL 60602

Property of Cook County Clerk's Office

3531074

Property of Cook County Clerk's Office

_____ Title

_____ Signature _____ Date

_____ Effective date of current amount-----

_____ Date of initial award-----

_____ Deductions from gross for medical insurance premiums----- \$

_____ Current monthly gross amount of pension or annuity----- \$

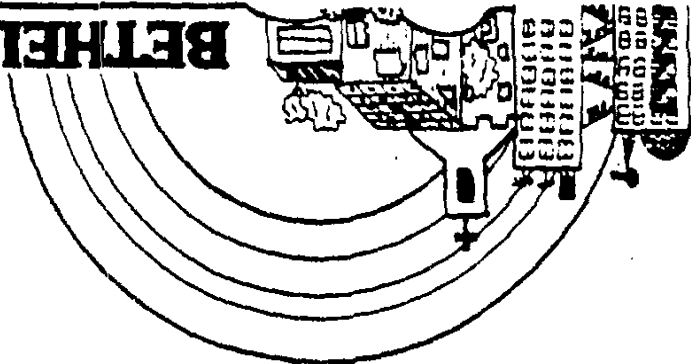
PENSION AND ANNUITIES DATA

(312) 826-5540

BETHEL NEW LIFE, INCORPORATED

Bethel Housing
 Bethel Cooperative Housing
 Bethel Food Cooperative
 Satches Unlimited
 Bethel Wholistic Health Center
 Anastroth Gardens
 New Life Unlimited

367 N. KARLOV
 CHICAGO, IL 60624



Enclosures:
Public assistance Data Sheet
Return envelope

New Life Unlimited
34 N. Keeler
Chicago, ILL 60624

(signature of applicant)

I hereby authorize the release
of the requested information.

Ida T. McNeal,

Sincerely,

We are required to verify the incomes of all members of families
applying for admission as tenants to the federally aided housing
units which we operate and to re-examine periodically the tenant
families. To comply with this requirement we ask your cooperation
in supplying information regarding the income of the person listed
above. This information will be used only in determining the eligi-
bility status and rent of the family.
Your prompt return of the attached information will be appreciated.
A self-addressed return envelope is enclosed. If you have any
questions, please call me on 826-7474.

Gentlemen:

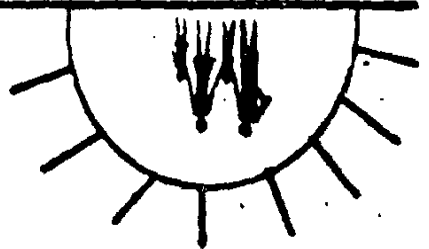
Department of Social Services

Date _____
RE: NAME _____
Address _____

PUBLIC ASSISTANCE VERIFICATION

367 N. Karlov, Chicago, Illinois 60624 (826-5540)

NEW LIFE UNLIMITED



3531074

UNOFFICIAL COPY

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
CHICAGO, ILLINOIS

PROPERTY TAX
STATE OF ILLINOIS
CHICAGO, ILLINOIS

Property of Cook County Clerk's Office



Signed: _____
Date: _____
Title: _____

Remarks: _____

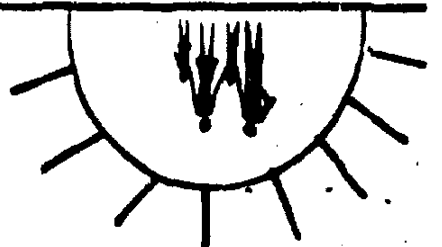
_____	\$	Amount of public assistance given during the past 12 months-----
_____	\$	* Maximum Allowance for Rent and Utilities
_____	\$	Other Income: Source _____
_____	\$	Total Monthly Grant-----
_____	\$	Other Assistance - Type _____
_____	\$	Amount Specifically Designated for Shelter and Utilities-----
_____	\$	General Assistance-----
_____	\$	Aid to Families with Dependent Children-----

Number in family: _____
Rate Per Month _____

PUBLIC ASSISTANCE DATA

347 N. Karlov, Chicago, Illinois 60624 (826-5540)

NEW LIFE UNLIMITED



UNOFFICIAL COPY

Property of Cook County Clerk's Office



MONTHLY PAY

(Address)

(Professional Title)

SIGNED

ION

AMOUNT

AMOUNT

AMOUNT

AMOUNT

Explanation of the nature of disability or illness

CERTIFICATION OF HANDICAP

Title

Name

Considerations in federal... person or family of a person who is physically handicapped... of qualifying for the special consideration (supplement in either the head of the household or his/her spouse must have a... (a) is expected to be of long-continued and... (b) substantially impedes his/her ability to live... (c) is of such a nature that such ability could be... by more suitable housing conditions.

Date:

CERTIFICATION OF HANDICAP

(312) 826-5540

AGE

DATE

BETHHEL NEW LIFE, INCORPORATED

CHICAGO, IL 60624

367 N. KARLOV

New Life Unlimited

Agency Centers

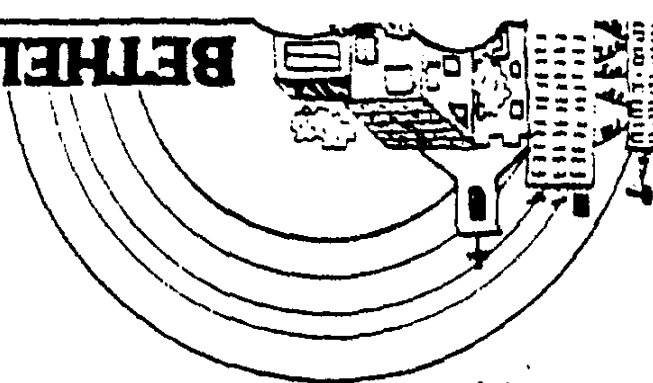
Bethel Workers' Health Center

Bethel United

Bethel Food Cooperative

Bethel Community Health

Bethel Housing



UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 5 3 1 0 7 4

Other questions, Comments, Impressions, Notes Ect....

Does the applicant fully understand the concept of Eddie South Cooperatives?

of addressed at any future apartment?

What concerns do you have about your present apartment that you'd like to see corrected

What special interests, activities ect... do you enjoy or are involved in?

Do you have any special skills?

What hours are available to attend regular meetings?

What are the applicants occupations?

How was their conduct?

Where the children home at the time of visit?

What are the names & Ages of the children?

Date of visit

Time

Phone's (H)

(W)

Address

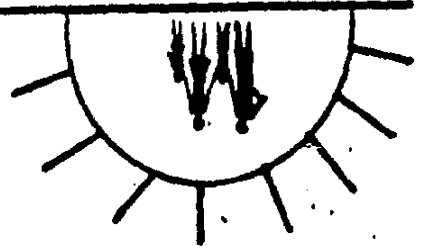
Applicants Name

PRESCREENING QUESTIONNAIRE

HOME VISIT REPORT

367 N. Karlov, Chicago, Illinois 60624 (826-5540)

NEW LIFE UNLIMITED



UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 5 3 1 0 7 4

* 1 Unacceptable 2 Less than desirable 3 Average 4 Good 5 Excellent

Is there evidence of vermin infestation?

Comments
Bathroom () Good () Acceptable () Unacceptable

Comments
Kitchen Appliances () Good () Acceptable () Unacceptable

Comments
Bedrooms Living/Dining Room () Good () Acceptable () Unacceptable

Housekeeping
Willingness to work with others
Need
Behavior of Children
Has full understanding of Cooperative
Community or Organizational Experience
Previous housing history
Absence of Bad credit
Ability to pay cash equity

RATING (1-5) *

CRITERIA

Income Eligibility
Family size requirements
Permanent Occupancy Intended

YES
NO

3.
2.
1.

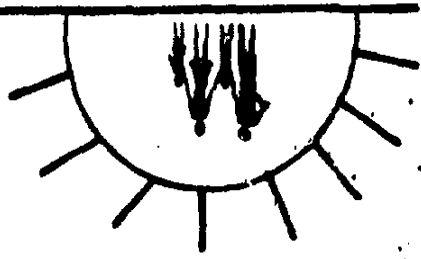
Screening team members:

(team captain)

PRESCREENING COMMITTEE EVALUATION:

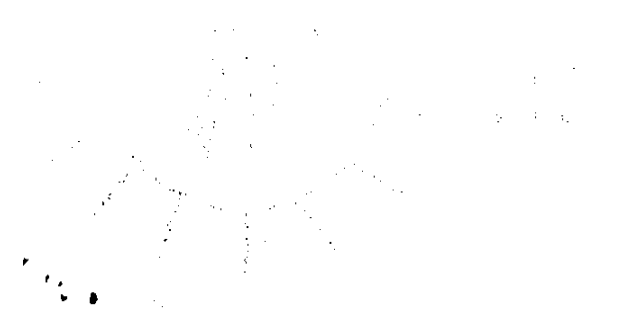
367 N. Karlov, Chicago, Illinois 60624 (826-5540)

NEW LIFE UNLIMITED



UNOFFICIAL COPY

Property of Cook County Clerk's Office



PREVIOUS RESIDENCE VERIFICATION

EXHIBIT I

Date _____
RE Name _____
Address: _____

Current or Former Landlord

Dear Sir (or Madam)

Our tenancy section policy obliges us to verify certain information about all members of families applying for admission to our development. To comply with this requirement, we ask your cooperation in supplying information on the tenant history of the family listed above. This information will be used only in determining whether the family can be accepted for admission.

Your prompt return of this information will be appreciated. A stamped, self-addressed return envelope is enclosed if you have any questions, please call _____ (phone number)

Sincerely yours,

I hereby authorize the release of the requested information.

Signature of Applicant

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0 3 5 3 1 0 7 4

PREVIOUS RESIDENT VERIFICATION

Applicant's Name _____

Current Address _____

Name of Person Contacted _____

Current Landlord _____

Previous Landlord _____

To _____

1 Rent Payment

A Is (was) applicant current on rent? _____

B Has (has) she ever been late? _____ How late? _____

C Have (had) you ever begun eviction proceedings for nonpayment? _____

2 Careg for the Unit

A Does (did) the applicant keep the unit clean? _____

B Has (had) the applicant damaged the unit? _____

Describe _____

How expensive? _____

C Has (had) the applicant paid for the damage? _____

D Will (would) you keep any of the security deposit? _____

3 General

A Does (did) the applicant permit persons other than those on the lease to live in the unit? _____

B Has (had) the applicant or family members damaged or vandalized the common areas? _____

C Does (did) the applicant create any physical hazards to the project or residents? _____

Describe _____

D Does (did) the applicant interfere with the rights and quiet enjoyment of other tenants? _____

Describe _____

E Had (had) the applicant given you any false information regarding his _____

eligibility or acceptability as a tenant? _____

Describe _____

F Would you re-admit this applicant? _____

Why not? _____

Date _____

Signature _____

Current or Former Landlord _____

UNOFFICIAL COPY

Property of Cook County Clerk's Office