OFFICIAL BUSINESS
FOR ACTION BY THE
STATE'S ATTORNEY OF COOK COUNTY
BY: _____
ASSISTANT STATE'S ATTORNEY

JUNIOR MORTGAGE
Rental Rehabilitation Program

3992971

THIS INDENTURE, made November 17, 1986 between Cook County, 118 North Clark Street, Room 824, Chicago, Illinois, 60602, herein referred to as "Mortgagee", and Washington Gardens Apartments, an Illinois limited partnership, herein referred to as "Mortgagor", witnesseth:

THAT WHEREAS the Mortgagor is justly indebted to the Mortgagee upon a Junior Mortgage note of even date herewith, in the principal sum of One-Hundred Eighty Thousand and 00/100ths Dollars ($180,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagor promises to pay the said principal sum or so much thereof as may be advanced from time to time, and interest at the rate in said note, with a final payment of the balance due on the 1st day of January, 1997, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 118 North Clark Street, Room 824, Chicago, Illinois, 60602.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the convenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Blue Island, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Legal Description: SEE EXHIBIT A

Common Address: SEE EXHIBIT A

Permanent Index Number: SEE EXHIBIT A

3992971

3992971

CAROL MOSELEY BRAUN
REGISTRAR OF TITLES
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3992971

3992971

Dominique Martin
Assistant State's Attorney
500 Richard J. Daley Center
Chicago, IL 60602

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Affects Cert #
15710298
15710302
15710299

TOGETHER with all improvements, tenements, easements and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus or equipment now or hereafter therein used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth.

The record owner is Washington Gardens Apartments, a limited partnership.

This mortgage consists of eleven (11) pages. The covenants, conditions and provisions appearing on pages 4-11 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, its heirs, successors and assigns.

This mortgage is security for a Junior Mortgage Note of even date herewith. The terms of the Junior Mortgage Note are incorporated herein by reference and referred to collectively as "loan documents". Default in any of the terms of the aforesaid loan documents consititutes a default of this mortgage.

This mortgage secures an obligation incured for construction of improvements on the land mortgaged herein, and constitutes a "construction mortgage" within the meaning of Section 9-313(1)(c) of the Illinois Uniform Commercial Code.

This mortgage is subordinate to the mortgage and note of even date herewith made in favor of See exhibit B in an amount of See exhibit B, and may be subordinated to no other liens.

Witness the hand and seal of Mortgagor the day and year first above written.

Washington Gardens Apartments,
an Illinois Limited Partnership
By: ACRG Management, Inc., general partner

By: Mark S. Freidman
Mark Freidman
~~General Partner~~
President

3992971

STATE OF ILLINOIS)
) ss
COUNTY OF C O O K)

IMPRESS SEAL HERE

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mark S. Friedman, (is/are) personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right homestead.

Given under my hand and official seal, this 17th day of November, 19 86.

Commission expires Dec. 17, 19 88

Glenda P. Ziegler
NOTARY PUBLIC

This instrument was prepared by:
Cook County States Attorneys Office, 500 Daley Center, Chicago, IL 60602

Mail this instrument to:
Cook County Department of Planning and Development, Room 824 - County Building, 118 N. Clark St., Chicago, IL, 60602

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance with out the prior consent of mortgagee.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the law relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event the Mortgagor upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reasons of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagor is not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Insurance

(a) Hazard. Mortgagor shall keep the improvements now existing or hereafter erected on the premises insured under a replacement cost form of insurance policy against loss or damage resulting from fire, windstorm and other hazards as may be required by Mortgagee, and to pay promptly, when due, any premiums on such insurance. All insurance shall be in form and content as approved by the Mortgagee and shall be carried in companies acceptable to Mortgagee and the policies and renewals (or certificates evidencing asame), marked "PAID", shall be delivered to the Mortgagee at least thirty (30) days before the expiration of the old policies and shall have attached thereto standard noncontributing mortgage clause(s) in favor of and entitling the Mortgagee to collect any and all of the proceeds payable under all such insurance, as well as standard waiver of subrogation endorsement. Mortgagor shall not carry separate insurance, concurrent in kind or form and contributing in the event of loss, with any insurance required hereunder. In the event of a change in ownership or of occupancy of the premises (if approved in writing by Mortgagee), immediate notice thereof by mail shall be delivered to all insurers. In the event of any casualty loss, Mortgagor will give immediate notice by mail to the Mortgagee. The Mortgagor hereby permits the Mortgagee, at Mortgagee's option, to adjust and compromise any losses under any of the insurance aforesaid and, after deducting any costs of collection, Mortgagee may use or apply the proceeds, at its option, as follows: (a) as a credit upon any portion of the indebtedness secured hereby, or (b) to repairing and restoring the improvements in which event the Mortgagee shall not be obliged to see to the proper application thereof nor shall the amount so released or used for restoration be deemed a payment on the indebtedness secured hereby; or (c) to deliver same to the Mortgagor.

In the event Mortgagee shall be obligated to, or shall elect to, apply such proceeds to restoring the improvements, such proceeds shall be made available, from time to time, upon Mortgagee being furnished with satisfactory evidence of the estimated cost of such restoration and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work, free and clear of any liens. In the event of foreclosure of this Mortgage, or other transfer of title to the premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor, in and to any insurance policies then in force, and any claims or proceeds therunder shall pass to the Mortgagee or any purchaser or grantee. Mortgagee may, at any time and at its own discretion, procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in such amount, and carried in such company, as it may determine.

(b) Application of Insurance Proceeds. Notwithstanding any provision to the contrary and in particular paragraph 6(a) hereof, in the event of any such loss

or damage as therein described to the improvements upon the premises, it is hereby agreed that the Mortgagee shall make the proceeds received under any such insurance policies as therein described available for the rebuilding and restoration of the improvements so damaged, subject to the following conditions: (a) that Mortgagor is not then in default under any of the terms, covenants and conditions hereof; (b) that all then existing leases shall continue in full force and effect without reduction or abatement of rental (except during the period of untenability); (c) that Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditures of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (d) that in the event such proceeds shall be insufficient to restore or rebuild the said improvements, Mortgagor shall deposit promptly with Mortgagee the amount deficient in order to restore and rebuild the said premises; (e) that in the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said improvements, then Mortgagee, at its option, may restore or rebuild the said improvements, for or on behalf of the Mortgagor and for such purpose may do all necessary acts, including using said funds deposited by Mortgagor as aforesaid; (f) that waiver of the right of subrogation shall be obtained from any insurer under such policies of insurance who, at that time, claims that no liability exists as to the Mortgagor or the then owner or the assured under such policies; and (g) that the excess of said insurance proceeds above the amount necessary to complete such restoration shall be applied as hereinbefore provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby. In the event any of the said conditions are not or cannot be satisfied, then the alternate disposition of such insurance proceeds as provided in paragraph 6(a) hereof shall become applicable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants and conditions contained in any of the said leases nor obligated to take any action to restore the said improvements.

(c) Liability. Mortgagor shall carry and maintain Comprehensive Public Liability Insurance as may be required from time to time by the Mortgagee in forms, amounts, and with companies satisfactory to the Mortgagee. It is understood and agreed that the amounts of coverage shall not be less than Five Hundred Thousand and No/100 ($300,000.00) Dollars single limit. Certificates of such insurance, premiums prepaid, shall be deposited with the Mortgagee and shall contain provision for twenty (20) days' notice to the Mortgagee prior to any cancellation thereof.

7. Eminent Domain

(a) Any and all awards heretofore or hereafter made or to be made to the present and all subsequent owners of the premises, by any governmental or other lawful authority for taking, by condemnation or eminent domain, the whole or any part of the premises or any improvement located thereon or any easement therein or appurtenant thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which award Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittances therefor, and Mortgagee shall use or apply the proceeds of such award or awards in the same manner as is set forth in Paragraph 6(a) hereof with regard to insurance proceeds

received subsequent to a fire or other casualty to the premises. Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the said premises or any easement therein or appurtenance thereof, including severence and consequential damage and change in grade of streets and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute, and deliver to Mortgagee, at any time or times upon request, free, clear, and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. At Mortgagee's option, any such award may be applied to restoring the improvements, in which event the same shall be paid out in the same manner as is provided with respect to insurance proceeds in Subsection (a) of Paragraph 6 hereof.

(b) Application of Eminent Domain Proceeds. Notwithstanding any provision herein to the contrary and in particular paragraph 7(a) hereof, in the event of any damage or taking as therein described by eminent domain of less than the entire mortgaged premises, it is hereby agreed that Mortgagee shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding and restoring so much of the improvements within the premises affected thereby, subject to the following conditions: (a) that Mortgagor is not then in default under any of the terms, covenants and conditions hereof; (b) that all then existing leases affected in any way by such damage or taking shall continue in full force and effect without reduction or abatement of rental (except during the period of untenability); (c) that Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (d) that in the event such award shall be insufficient to restore or rebuild the said improvements, Mortgagor shall deposit promptly with Mortgagee the amount of such deficiency, which, together with the award proceeds, shall be sufficient to restore and rebuild the said premises; (e) that in the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said improvements, Mortgagee, at its option, may restore or rebuild the said improvements for or on behalf of the Mortgagor and for such purpose may do all necessary acts including using said funds deposited by Mortgagor as aforesaid; (f) that the excess of said award not necessary for completing such restoration shall be applied as hereinbefore provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby. In the event any of the said conditions are not or cannot be satisfied, then the alternate disposition of such award as provided herein shall again become applicable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants and conditions contained in any of the said leases nor obligated to take any action to restore the said improvements.

8. Acknowledgment of Debt

Mortgagor shall furnish from time to time within fifteen (15) days after Mortgagee's request, a written statement, duly acknowledged, of the amount due upon this Mortgage and whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.

9. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.

10. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

11. Mortgagor shall pay each item of mortgage herein mentioned, including but not limited to the indebtedness evidenced by the note, both principal and interest, when due according to the terms hereof and of the note. At the option of the Mortgagee and without notice to Mortgagor all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) Upon the failure of Mortgagor to punctually pay when due, any installment of principal or interest due under the Mortgage note, or (b) when default shall occur and continue for ten (10) days in the performance of any other agreement of the Mortgagor herein contained or contained in the Junior Mortgage Note or Rental Rehabilitation Agreement incorporated herein by reference.

12. The following events, in addition to any others specified herein, shall constitute a default in the terms of this mortgage.

(a) The failure of Mortgagor, to observe and perform each and every one of the terms, covenants, promises, and agreements on its part to be observed and performed under the Rental Rehabilitation Grant Agreement, dated November 17, 1986 or,

(b) Discovery by the County of any material misrepresentation or falsity in any representation, statement, affidavit, certificates, exhibit or instrument given or delivered by Mortgagor, to the County in connection with the making of this Mortgage or the Rental Rehabilitation Loan; or,

(c) The bankruptcy, reorganization, dissolution or liquidation of Mortgagor, exchange, disposition, refinancing, or sale under foreclosure of the property; or,

(d) The acquisition in whole or in part, voluntary or involuntary, of title, the beneficial interest, or the equity of redemption in the property by any party other than Mortgagor except where such transfer is approved in writing by the

Mortgagee and the transferee assumes the obligation of the Rental Rehabilitation Agreement, this Junior Mortgage Note and the Junior Mortgage.

(e) The balance of the mortgage loan payable to _____ See exhibit B _____, becoming or being declared due and payable for any reason whatsoever, or said mortgage loan being declared to be in default; or,

(f) The failure of Mortgagor to maintain the units rehabilitated under this multi-family rental rehabilitation program in use of as rental housing units; or,

(g) The failure of Mortgagor to maintain the subject property in compliance with applicable municipal codes and "Section 8 - Housing Quality Standards"; or,

(h) Any change in the form of ownership of the subject property or any portion thereof or any change in partners in the partnership without prior written consent of mortgagees; or,

(i) Any act of discrimination against prospective tenants on the basis of their receipt of, or eligibility for, housing assistance under any Federal, State or local housing program; or,

(j) Any act of discrimination against or refusal to rent to any prospective tenant on the basis that the tenant has a minor child or children who will be residing with such prospective tenant; or,

(k) Any act of discrimination in relation to the rental or operation of the property in violation of:

(i) The requirements of the Federal Fair Housing Law, 42 U.S.C. 3601-19, with Executive Order 11063, and with title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d; or,

(ii) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C.6101-07, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794; or,

(iii) The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60 (see 570.607(a) of this chapter); or,

(iv) The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (see 570.607(b) of this chapter); or,

(v) The requirements of Executive Order nos. 11625, 12432 and 12138; or,

(l) The failure of mortgagor to make good faith efforts to provide information and otherwise to attract eligible persons from all racial, ethnic and gender groups in the housing market area to the available housing (excluding units rented to families with housing assistance provided by Public Housing Authority) or the failure to adhere to the Cook County Community Development Block Grant - Rental Rehabilitation Program affirmative marketing procedures and requirements.

(m) The failure of mortgagor to keep complete records of the actual rental changed for for each rehabilitated unit, the total family income of each tenant, the size of each tenant household, the sex of the head of household, and receipt of the rental assistance

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by the household; or failure of mortgagor to make such records available to Cook County upon reasonable request.

13. When the indebtedness hereby secured shall be due, whether by acceleration or otherwise, Mortgagee shall have the right to forclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee of attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs (which may be estimated as to items to be expended after entry of the decree), of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law (or in the absence of such limit at 12%), when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

14. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, its heirs, legal representatives or assigns, as their rights may appear.

15. Upon or at any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax,

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special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

16. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

17. The Mortgagee shall have the right to inspect the premises and employment records of Mortgagor at all reasonable times and access thereto shall be permitted for that purpose.

18. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

19. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

20. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the mortgage note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

EXHIBIT A

Common Address:

P.I.N.:

Legal Description:

PARCEL 1:
A TRACT OF LAND COMPRISING PART OF LOT 7 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 7 AND RUNNING THENCE

EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 107.41 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE (THE EXTENSION OF SAID STRAIGHT LINE PASSING THROUGH A POINT ON THE SOUTH LINE OF LOT 9 IN SAID BLOCK 8, SAID POINT BEING 163.57 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT 9) A DISTANCE OF 55.47 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 54.76 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) SAID NORTH LINE OF LOT 7; THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 117.75 FEET TO THE WESTERLY LINE OF SAID LOT 7; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE, A DISTANCE OF 58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:
A TRACT OF LAND COMPRISING PART OF LOTS 7 AND 8 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 8 WITH A LINE DRAWN PARALLEL WITH AND 5.15 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 8, AND RUNNING THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 127.12 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF LOT 9, IN SAID BLOCK 8, SAID POINT BEING 163.57 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT, TO A POINT ON THE NORTH LINE OF SAID LOT 7, SAID POINT BEING 107.41 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTHEASTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 50.31 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 54.76 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 7; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 117.75 FEET TO THE WESTERLY LINE OF SAID LOT 7; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF LOTS 7 AND 8, A DISTANCE OF 52.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3:
A TRACT OF LAND COMPRISING PART OF LOTS 8 AND 9 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 8 WITH A LINE DRAWN PARALLEL WITH AND 54.82 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 8; AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 108.56 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF LOT 7 IN SAID BLOCK 8, SAID POINT BEING 127.67 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7, TO A POINT ON THE SOUTH LINE OF SAID LOT 9, SAID POINT BEING 183.83 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT 9; THENCE SOUTHWESTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 50.22 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 5.11 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 9; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 108.34

FEET TO THE EASTERLY LINE OF SAID LOT 9; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF SAID LOTS 8 AND 9, A DISTANCE OF 50.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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PARCEL 4:
A TRACT OF LAND COMPRISING PART OF LOTS 8 AND 9 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID LOT 9 WITH A LINE DRAWN PARALLEL WITH AND 5.11 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 9 AND RUNNING THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 145.82 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 9, SAID POINT BEING 163.57 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT TO A POINT ON THE NORTH LINE OF LOT 7 IN BLOCK 8, SAID POINT BEING 107.41 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTHEASTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 50.22 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 54.82 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 8; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 136.48 FEET TO THE WESTERLY LINE OF LOT 8; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF LOTS 8 AND 9, A DISTANCE OF 52.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 5:
A TRACT OF LAND COMPRISING PART OF LOT 9 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 9 WITH A LINE DRAWN PARALLEL WITH AND 44.50 FEET NORTH OF (MEASURED AT RIGHT ANGLES THERETO) THE SOUTH LINE OF SAID LOT; AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 108.12 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 9, SAID POINT BEING 183.83 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT TO A POINT ON THE NORTH LINE OF LOT 7 IN SAID BLOCK 8, SAID POINT BEING 127.67 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT; THENCE NORTHEASTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 50.31 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 5.11 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF LOT 9; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 108.34 FEET TO THE EASTERLY LINE OF LOT 9; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 50.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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PARCEL 6:
A TRACT OF LAND COMPRISING PART OF LOT 9 IN BLOCK 8, IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 9 AND PASSING THROUGH A POINT ON SAID SOUTH LINE 56 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT AND SAID POINT OF BEGINNING BEING 44.50 FEET NORTH OF SAID SOUTH LINE OF LOT 9; AND RUNNING THENCE NORTH ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 49.67 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 5.11 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 9; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 122.74 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 9, SAID POINT BEING 163.57 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT TO A POINT ON THE NORTH LINE OF LOT 7 IN SAID BLOCK 8, SAID POINT BEING 107.41 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE SOUTHWESTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 50.31 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 44.50 FEET NORTH OF (MEASURED AT RIGHT ANGLES THERETO) SAID SOUTH LINE OF LOT 9; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 114.74 TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 7:
A TRACT OF LAND COMPRISING PART OF LOT 9 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 9, SAID POINT BEING 56 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT 9; THENCE NORTH PERPENDICULAR TO SAID SOUTH LINE OF LOT 9, A DISTANCE OF 44.50 FEET; THENCE EAST PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 114.74 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 9, SAID POINT BEING 163.57 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT TO A POINT ON THE NORTH LINE OF LOT 7 IN BLOCK 8, SAID POINT BEING 107.41 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE SOUTHWESTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 45.07 FEET TO SAID SOUTH LINE OF LOT 9, THENCE WEST ALONG SAID SOUTH LINE OF LOT 9; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 107.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 8:
THAT PART OF BLOCK 2 IN RESUBDIVISION OF BLOCKS 5 AND 6 IN SOUTH WASHINGTON HEIGHTS SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID BLOCK 2 SAID POINT BEING 161.92 FEET NORTHEASTERLY OF THE SOUTH WEST CORNER OF SAID BLOCK 2; THENCE SOUTHEASTERLY ALONG A LINE MAKING AN ANGLE OF 90 DEGREES WITH THE EASTERLY LINE OF SAID BLOCK 2, A DISTANCE OF 140.50 FEET TO A POINT IN SAID EASTERLY LINE OF BLOCK 2, SAID POINT

BEING 132 FEET NORTHEASTERLY OF THE SOUTH EAST CORNER OF SAID BLOCK 2, THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF BLOCK 2, A DISTANCE OF 83 FEET; THENCE NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 90 DEGREES WITH SAID EASTERLY LINE, A DISTANCE OF 126.09 FEET TO A POINT IN THE WESTERLY LINE OF SAID BLOCK 2; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF BLOCK 2, A DISTANCE OF 84.24 FEET TO A POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 9:
A TRACT OF LAND COMPRISING PART OF LOT 9 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 9 AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 107.92 FEET TO A POINT 183.83 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE (THE EXTENSION OF SAID LINE PASSING THROUGH A POINT ON THE NORTH LINE OF LOT 7 IN BLOCK 8, SAID POINT BEING 127.67 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7), A DISTANCE OF 45.07 FEET, TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 44.50 FEET NORTH OF (MEASURED AT RIGHT ANGLES THERETO) SAID SOUTH LINE OF LOT 9; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 108.12 FEET TO THE EASTERLY LINE OF SAID LOT 9; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 45.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT A

Common Address:

P.I.N.: 25-30-135-011
25-30-135-013

Legal Description:

PARCEL 1:
A TRACT OF LAND COMPRISING PART OF LOT 7 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 7 AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 109.25 FEET TO A POINT 127.67 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT, AND RUNNING THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE (THE EXTENSION OF SAID STRAIGHT LINE PASSING THROUGH A POINT ON THE SOUTH LINE OF LOT 9 IN SAID BLOCK 8, SAID POINT BEING 183.83 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT 9, A DISTANCE OF 55.47 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 54.76 FEET SOUTH OF

(MEASURED AT RIGHT ANGLES THERETO) SAID NORTH LINE OF LOT 7, THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 109 FEET TO THE EASTERLY LINE OF SAID LOT 7; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 55.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

3992971

PARCEL 2:
A TRACT OF LAND COMPRISING PART OF LOTS 7 AND 8, IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 7 WITH A LINE DRAWN PARALLEL WITH AND 54.76 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 7 AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 109 FEET TO A INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID LOT 7, SAID POINT BEING 127.67 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7, TO A POINT ON THE SOUTH LINE OF LOT 9 IN SAID BLOCK 8, SAID POINT BEING 183.83 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT 9, THENCE SOUTHWESTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 50.31 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 5.15 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 8 THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 108.78 FEET TO THE EASTERLY LINE OF SAID LOT 8, THENCE NORTH EASTERLY ALONG SAID EASTERLY LINE OF LOTS 7 AND 8, A DISTANCE OF 50.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

EXHIBIT A

Common Address:

P.I.N.: 25-30-135-014

Legal Description:

A TRACT OF LAND COMPRISING PART OF LOT 8 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID LOT 8 WITH A LINE DRAWN PARALLEL WITH AND 54.82 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 8, AND RUNNING THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 136.48 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF LOT 9 IN SAID BLOCK 8, SAID POINT BEING 163.57 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT, TO A POINT ON THE NORTH LINE OF LOT 7 IN SAID BLOCK 8, SAID POINT BEING 107.41 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTHEASTERLY ALONG SAID STRAIGHT LINE, A DISTANCE OF 50.31 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 5.15 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) SAID NORTH LINE OF LOT 8; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 127.12 FEET TO SAID WESTERLY LINE OF LOT 8 THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE, A DISTANCE OF 52.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

EXHIBIT A

Common Address:

P.I.N.: 25-30-135-015

Legal Description:

A TRACT OF LAND COMPRISING PART OF LOT 8 IN BLOCK 8 IN SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF LOT 8 WITH A LINE DRAWN PARALLEL WITH AND 5.15 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) THE NORTH LINE OF SAID LOT 8 AND RUNNING THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 108.78 FEET TO AN INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF LOT 7 IN SAID BLOCK 8, SAID POINT BEING 127.67 FEET EAST OF THE NORTHWESTERLY CORNER OF SAID LOT 7 TO A POINT ON THE SOUTH LINE OF LOT 9 IN SAID BLOCK 8, (SAID POINT BEING 183.83 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID LOT 9;) THENCE SOUTHWESTERLY ALONG SAID STRAIGHT LINE,

A DISTANCE OF 50.31 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 54.82 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) SAID NORTH LINE OF LOT 8; THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 108.56 FEET TO SAID EASTERLY LINE OF LOT 8; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF LOT 8, A DISTANCE OF 50.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

EXHIBIT B

Concord Mortgage Corporation
8400 Corporate Drive
Landover, Maryland 20785

Hemlock Federal Savings
and Loan Association
5700 West 159th Street
Oak Forest, Illinois 60452

Heritage Pullman Bank
1000 East 111th Street
Chicago, Illinois 60628

REPAIR/REPLACEMENT COSTS (Based on 5 room apartment containing 2 bedrooms, living room, kitchen/dining area, bathroom, hallway, pantry, linen closet, 2 bedroom closets)
LABOR AND MATERIALS

	REPAIR	REPLACEMENT
5 Rooms plastered as needed; walls, ceilings, closets painted	310.00	
5 Rooms drywalled, plastered; walls, ceilings, closets painted		800.00
Kitchen wall cabinets sanded, stained, varnished w/exposed metal parts painted	90.00	
Kitchen wall cabinets replaced		250.00
Kitchen sink base sanded, stained, varnished w/exposed metal parts painted	100.00	
Kitchen sink base replaced		300.00
Kitchen counter top replaced		100.00
Kitchen faucet replaced		30.00
Double sink replaced		55.00
2 Kitchen light fixtures replaced		30.00
Kitchen floor tile removed/new tile installed		175.00
Bath floor tile removed/new tile installed		60.00
Medicine cabinet cleaned, interior painted, light cover and mirrors installed	45.00	
Medicine cabinet replaced		60.00
Bath vanity, bowl and faucet replaced		160.00
Toilet replaced		100.00
Toilet seat replaced		15.00
Bath ceramic tile repaired/regrouted	25.00	
Bath ceramic tile replaced		85.00
2 towel bars, tissue holder and 1 shower rod replaced		45.00
Living room, 2 bedroom, 1 hallway floor sanded/varnished *	400.00	400.00
Stove and refrigerator purchased*	800.00	800.00
10 window frames stripped, sanded and varnished	150.00	------
7 interior doors stripped, sanded and varnished	250.00	
7 interior doors replaced		350.00
5 interior doors-knobs replaced		80.00
2 bedroom sliding closet doors-glides replaced		10.00
2 bedroom closets-clothing bars replaced		25.00
5 interior door frames repaired (frames/doorjambs)	100.00	
5 interior door frames/doorjambs replaced		300.00
Switch covers/outlet covers replaced		28.00
6 door stops installed		15.00
PER UNIT:	2,270.00	4,273.00
TOTAL:	163,440.00	448,916.00

*Indicates repair/replacement costs to be identical.

Schedule C

3992971

REPAIR/REPLACEMENT COSTS (Based on 12 6-flat buildings, each containing 2 outside entry
LABOR AND MATERIALS doors, 1 interior hallways, 1 laundry room)

	REPAIR	REPLACEMENT
ROOF REPAIR*	5,000.00	5,000.00
SOFFIT/FASCIA (Repair, scrape and repaint)*	6,000.00	6,000.00
GUTTERS/DOWNSPOUTS (Replace missing/damaged pieces)*	1,200.00	1,200.00
LANDSCAPING, SIDEWALK REPAIR, ASPHALT REMOVAL, STRIPING AND RESURFACING PARKING AND SERVICE DRIVE*	35,000.00	35,000.00
TUCKPOINTING (As necessary)*	1,200.00	1,200.00
CYCLONE FENCING	850.00	2,500.00
EXTERIOR PAINTING OF WINDOW FRAMES, REPLACEMENT OF WOOD ON FRAMES, REMOVAL AND RECAULKING OF STORM WINDOW FRAMES, REPLACEMENT OF MISSING GLASS AND SCREENS)	19,000.00	42,500.00
FRONT AND REAR ENTRY DOORS AND FRAMES (Strip, Sand and repaint doors; scrape and paint trim; replace glass in doors and replace sidelights front entry)	2,280.00	3,420.00
SECURITY LOCKS (Front and Rear entry doors)*	6,600.00	6,600.00
MAIL BOXES (Replace)*	3,000.00	3,000.00
DOOR BUZZER SYSTEMS (Install exterior system)*	1,200.00	1,200.00
HALL LIGHTING (Install 7 hallway light fixtures)		2,200.00
FRONT AND REAR ENTRY HALLS (Plaster, paint)*	3,000.00	3,000.00
FRONT AND REAR ENTRY HALLS (Strip, sand, varnish 11 apt. entry doors, 1 passage door)	4,320.00	
FRONT AND REAR ENTRY HALLS (Strip, sand, varnish handrails)*	600.00	600.00
FRONT AND REAR ENTRY HALLS (Replace 11 apt. entry doors, 1 passage door)		7,200.00
FRONT AND REAR ENTRY DOORS (Install hydraulic door closers)*	1,200.00	1,200.00
REAR ENTRY HALL AND COMMON AREAS (Replacement of tile on landings and rear stairway)*	6,240.00	6,240.00
FRONT ENTRY HALL STAIRWAY (Recarpet from entry landing to 2nd floor)		3,600.00
WASHER/DRYER PURCHASES (2 appliances each building)*	9,600.00	9,600.00
TOTAL:	106,290.00	141,260.00
PER UNIT:	1,476.25	1,961.94

*Indicates repair/replacement costs to be identical.

schedule C

Partnership for file. Dw. 9-1-91

AFFIDAVIT OF LATE DELIVERY OF MORTGAGE

I, Suzanne Hayes, affiant and Assistant Director of the Department of Planning & Development for the County of Cook, being first duly sworn on oath state that the property listed and legally described on Exhibit A hereto is registered with the Registrar of Titles, Cook County, Illinois, Torrens Certificate Numbers

1436838	1436842	1510992
1436836	1453587	1510302
1436850	1453451	1510300
1436840	1436844	1510298

That upon receiving a certain Junior Mortgage and Note dated November 17, 1986 said Junior Mortgage was inadvertently filed at the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 87048761, rather than at the Office of Registrar of Titles of Cook County, Illinois.

That I was unaware that the title to the property was registered in Torrens and I was unaware that the aforementioned Junior Mortgage should have been filed at the Office of the Registrar of Titles in Cook County, Illinois (Torrens Office).

That at all times except during the period during which the aforementioned Junior Mortgage was in the possession of the Recorder of Deeds of Cook County, Illinois, said Junior Mortgage was in the exclusive possession and control of the County of Cook, Department of Policy Planning and Development, and in that of no other.

That the Junior Mortgage and Note are valid obligations and have not been paid in full or discharged, and therefore, should be accepted for filing with the Registrar of Titles to protect the security interest of the County of Cook.

That this affidavit is made for the purpose of inducing the Registrar of Titles to waive any objections as to stale date of delivery and to register this Junior Mortgage and identify the Note secured by the Junior Mortgage.

For Legal Description - See Exhibit A attached to Mtg.

Now, therefore, Affiant, his/her heirs and/or successors, at all times shall indemnify and save harmless, the Registrar of Titles, Cook County, Illinois, against all loss or damage to him/her arising by reason of delay in registration of this Junior Mortgage and the registering of same on the Torrens Certificates of Title Numbers:

1436838	1436842	1510992
1436836	1453587	1510302
1436850	1453451	1510300
1436840	1436844	1510298

and in relation to premises described therein, and all costs, charges, damages and expenses, and all claims and demands of every kind and nature, actions, causes of action, suits and controversies, whether groundless or otherwise arising therefrom.

Suzanne M. Hayes
Suzanne Hayes
Assistant Director, Dept. of
Planning and Development
Cook County, Illinois

State of Illinois)
County of Cook)

Subscribed and Sworn to
before me this 9th day of
JULY 1991

"OFFICIAL SEAL"
Thomas E. Hinchy
Notary Public, State of Illinois
My Commission Expires 8/20/92

Thomas E. Hinchy

"OFFICIAL SEAL"
Thomas E. Hurley
Notary Public, State of Illinois
My Commission Expires 8/20/92

AFFIDAVIT OF MISNOMER

I, Mark S. Friedman, Affiant and President of ACRG Management, Inc., now known as Vanguard Management Corporation, being first duly sworn on oath states as follows:

1. On November 17, 1986 and continuing thereafter to the present, ACRG Management, Inc., now known as Vanguard Management Corporation, ("ACRG") was and is the general partner of Washington Gardens, Ltd., an Illinois Limited Partnership ("WGL").

2. On November 17, 1986, (in my capacity as President of ACRG, on behalf of ACRG, as the general partner of Washington Gardens, Ltd.), on behalf of Washington Gardens Ltd., I executed a Junior Mortgage Note and a Junior Mortgage, to be held by the County of Cook pursuant to its Rental Rehabilitation Program.

3. Due to a clerical error, and not for any fraudulent purpose, said Junior Mortgage Note and Junior Mortgage mistakenly named Washington Gardens Apartments as the borrower and mortgagor, respectively, instead of Washington Gardens, Ltd.

4. That said Junior Mortgage conveyed unto the Mortgagee, the County of Cook, and the Mortgagee's successors and assigns, the Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Blue Island, County of Cook and State of Illinois, described in Exhibit A hereto and subject and subordinate to the mortgages shown on Exhibit B attached to the Junior Mortgage.

5. That this Affidavit is made for the purpose of inducing the Registrar of Titles to waive any objections as to the misnomer of Washington Gardens Limited and to register said Junior Mortgage and identify the Junior Mortgage Note secured by said Junior Mortgage.

For Legal Description - See Exhibit A attached to Mtg.

6. Now, therefore, Affiant, his/her heirs and/or successors, at all times shall indemnify and save harmless, the Registrar of Titles, Cook County, Illinois, against all loss or damage to him/her arising by reason of the misnomer of Washington Gardens Limited on the Junior Mortgage and the Junior Mortgage Note secured thereby and the registering of the Junior Mortgage on the Torrens Certificates of Title Numbers:

1436838	1436842	1510992
1436836	1453587	1510302
1436850	1453451	1510300
1436840	1436844	1510298

and in relation to premises described therein, and all costs, charges, damages and expenses, and all claims and demands of every kind and nature, actions, causes of action, suits and controversies, whether groundless or otherwise arising therefrom.

Mark S. Friedman,
President of Vanguard Management Corporation
(previously known as ACRG Management, Inc.),
general partner of Washington Gardens, Ltd.

Subscribed and Sworn to
before me this 15 day of
July 1991

NOTARY PUBLIC

"OFFICIAL SEAL"
Kiara H. Feldman
Notary Public, State of Illinois
My Commission Expires 3/9/93

ACTION BY SOLE SHAREHOLDER AND SOLE DIRECTOR OF
ACRG MANAGEMENT, INC.

The undersigned, being the sole shareholder and director of ACRG MANAGEMENT, INC., an Illinois corporation, hereby adopts the following resolution:

RESOLVED, that MARK S. FRIEDMAN as President of the Company is authorized and empowered to execute all documentation required by and regarding a grant in the amount of $180,000.00 by Cook County, Illinois to Washington Gardens, Ltd., an Illinois limited partnership, of which the Company is a General Partner, for certain real property located in Blue Island, Illinois.

Dated: November 19, 1986

MARK S. FRIEDMAN
Sole Shareholder and Director