

Public Notice

Housing Commission Regular Meeting

In accordance with the Statutes of the State of Illinois and the Ordinances of the City of Highland Park, the next regular meeting of the City of Highland Park Housing Commission, the Peers Housing Association, Ravinia Housing Association, and Sunset Woods Association is scheduled to be held at the hour of **6:30 P.M. on Wednesday, June 6, 2026** and will take place at City Hall, 1707 St Johns Avenue, Highland Park, Illinois inside the Council Chambers. Individuals with questions or feedback about an agenda item can address the Commission in the following ways:

1. **EMAILS FOR THE RECORD.** Email the Housing Commission staff liaison, Planner Zubin Coleman at zcoleman@cityhpil.com. If you wish to have your comments read into the record, limit your communication to 200 words or less. Public comments received by 4:30 PM the day of the meeting will be read under Business from the Public. Public comments should contain the following information:
 - In the subject line, identify, “Housing Commission Meeting – Read into the Record”
 - Name
 - City
 - Address (optional)
 - Phone (optional)
 - Organization, agency representing, if applicable.
 - Topic or agenda item number of interest
2. **EMAILS WITH UNLIMITED INFORMATION.** Individuals who do not wish to have their comments read into the record can email Senior Planner, Zubin Coleman an unlimited number of words. Emails will be forwarded to the Housing Commission if requested.
3. **TELEPHONE.** Individuals with no access to email may leave a message with Senior Planner Zubin Coleman at 847.926.1853.
4. **LIVE COMMENTS.** Individuals are able to address the Commission during the meeting. Questions/comments are limited to written testimony into the record or spoken comments, not both. Business from the Public is only listed on the Housing Commission Meeting Agenda. Comments should be limited to three minutes or less.

All emails received will be acknowledged at the meeting. Individuals may also leave a voice message with Senior Planner, Zubin Coleman at 847.926.1853 or at zcoleman@cityhpil.com with any questions.

The City encourages individuals to sign-up for its enews for important information from the City and its government partners. The City updates its website daily and also posts on social media daily. To sign-up for the enews, visit www.cityhpil.com.

The City, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this hearing, or who have questions about the accessibility of the meeting facilities, contact the City’s ADA coordinator Emily Taub at etaub@cityhpil.com or 847.926.1005.

AGENDA

City of Highland Park Housing Commission Regular Meeting June 3, 2026 - 6:30 pm

I. Call to order

II. Roll Call

III. Business from the Public

IV. Approval of Regular Meeting Minutes – May 6, 2026

V. Scheduled Business

1. Items for Omnibus Vote Consideration
 - Payment of Invoices
 - Ratification of Payments
 - Attorney General 990 Filings for Housing Associations
2. Peers, Ravinia, Sunset Woods Associations, and HTF
 - Consideration of ERES Management Report and Financials
 - Sunset Woods Financials
 - Housing Trust Fund (HTF) Financials
 - Other Association Business
 - Peers Pipe Replacement Update
 - IHDA-Peers Housing Association Loan Maturation Update

VI. Old Business

1. Consideration of an Amendment to the Final Inclusionary Plan Approval for the Townhome Development at 1700 Old Deerfield Road – The Bowery

VII. New Business

1. Consideration of a Preliminary Housing Application for a Condominium Development at 1696 McGovern Avenue and 793 Laurel Avenue
2. Payment-In-Lieu Fee Analysis

VIII. Other Business

1. Next Housing Commission Meeting, Wednesday, July 1, 2026

IX. Adjournment

**MINUTES OF A REGULAR MEETING OF
HOUSING COMMISSION
OF THE CITY OF HIGHLAND PARK, ILLINOIS**

MEETING DATE: Wednesday, May 6, 2026

MEETING LOCATION: Council Chambers, City Hall, 1707 St. Johns Avenue, Highland Park, IL

CALL TO ORDER

At 6:32 p.m., Chairperson Fernandez Sykes called an on-site meeting of the Highland Park Housing Commission, Peers Housing Association, Ravinia Housing Association, and the Sunset Woods Association to order. Each of the Commissioners also serves as Directors of each of the Housing Associations. Public comments may be emailed to city@hpil.com or phoned into at 847.432.0867. The City web site is www.cityhpil.com. Staff was asked to call the roll.

ROLL CALL

Commissioners Present: Chairperson Fernandez Sykes; Commissioners Farris, Rachman, & Shapiro Kopin

Commissioners Absent: Commissioners Adland, Beasley, & Rosen

Councilmember Present: Tapia

Student Council Present: Sydney Jones & Rylee Sullivan

Student Council Absent: Mitchell Posner

Staff declared that a quorum was present.

Staff Present: Coleman

Guests Present: Irina Leykin, Regional Property Manager/ERES
Amy Kaufman, Vice President/CPAH

Others Present: Gale Cerabona, Recorder

BUSINESS FROM THE PUBLIC

There was no Business from the Public.

APPROVAL OF MINUTES

Regular Meeting of the Housing Commission – April 6, 2026

Commissioner Shapiro Kopin moved to approve the April 6, 2026, regular meeting minutes. Commissioner Farris seconded the motion.

On a voice vote:

Voting Yea: Chairperson Fernandez Sykes; Commissioners Farris, Rachman, & Shapiro Kopin

Voting Nay: None

**MINUTES OF A REGULAR MEETING OF
HOUSING COMMISSION
OF THE CITY OF HIGHLAND PARK, ILLINOIS**

Chairperson Fernandez Sykes declared that the motion passed unanimously.

SCHEDULED BUSINESS

1. Items for Omnibus Vote Consideration

- Payment of Invoices
- Ratification of Payments

Senior Planner Coleman advised there is nothing outstanding.

2. Peers, Ravinia, Sunset Woods Associations, & Housing Trust Fund

- Consideration of ERES Management Report and Financials

Peers

Ms. Leykin advised the City inspection took place.

Regarding repairs on electrical wires, quotes are being sought. She explained how this happened when the concrete was broken. Wire and piping will be secured.

Ms. Leykin is working on budgets which are due June 1, 2026.

Ms. Leykin will be away for 3 months. Mr. Harold Eich, Regional Director, will step in while she is gone.

- Sunset Woods Financials

Senior Planner Coleman advised there is nothing outstanding.

- Housing Trust Fund (HTF) Financials

Senior Planner Coleman advised there is nothing outstanding.

- Other Association Business
 - ERES House Rule Change – No-Smoking Policy (continued)

Senior Planner Coleman provided background. He referred to notes on this as well as additional information and an Addendum.

Commissioner Farris moved to implement the recommended House Rules for Peers in the entire building. Commissioner Shapiro Kopin seconded the motion.

On a voice vote:

Voting Yea: Chairperson Fernandez Sykes; Commissioners Farris, Rachman, & Shapiro Kopin

Voting Nay: None

Chairperson Fernandez Sykes declared that the motion passed unanimously.

**MINUTES OF A REGULAR MEETING OF
HOUSING COMMISSION
OF THE CITY OF HIGHLAND PARK, ILLINOIS**

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

1. Resolution Approving CPAH's 2026 Operating Grant Drawdown Request – Quarter 1

Ms. Amy Kaufman, Vice President with CPAH, provided updates. She shared 1 house sold, another renovation began on Central Avenue, and 2 more are anticipated.

Commissioner Farris moved to approve CPAH's 2026 Operating Grant Drawdown Request – Quarter 1. Commissioner Shapiro Kopin seconded the motion.

On a voice vote:

Voting Yea: Chairperson Fernandez Sykes; Commissioners Farris, Rachman, & Shapiro Kopin

Voting Nay: None

Senior Planner Coleman declared that the motion passed unanimously.

OTHER BUSINESS

1. Next Housing Commission Meeting, Wednesday, June 3, 2026

The next HC Meeting is scheduled for Wednesday, June 3, 2026.

ADJOURNMENT

Commissioner Shapiro Kopin moved to adjourn at 6:43 p.m. Chairperson Fernandez Sykes seconded the motion.

On a roll call vote

Voting Yea: Chairperson Fernandez Sykes; Commissioners Farris, Rachman, & Shapiro Kopin

Voting Nay: None

Chairperson Fernandez Sykes declared that the motion passed unanimously.

Respectfully Submitted,

Gale Cerabona
Recorder

MINUTES OF A REGULAR MEETING ON APRIL 6, 2026, WERE APPROVED WITHOUT CORRECTIONS.

Sunset Woods Housing 12
Balance Sheet
April 30, 2026

ASSETS

Current Assets		
Assn FBHP Checking	\$	10,377.00
FBHP General Checking X3522		19,581.24
FBHP Sec Dep. Savings x5723		10,966.64
Assn FBHP Savings		109,626.00
FBHP Savings x5731		9,519.26
Tax Reserve		(2.80)
Accounts Receivable		(4,491.33)
Subsidy Accounts Receivable		<u>8.00</u>
Total Current Assets		155,584.01
Property and Equipment		
Building		1,552,988.40
Building Improvements		20,532.96
Appliances		422.64
Accum Dep Furn & Fixtures		(399.37)
Accum Dep Equipment		(403.85)
Accum Dep Building		(869,413.47)
Debt issuance costs - accum am		<u>(2,582.00)</u>
Total Property and Equipment		701,145.31
Other Assets		<u> </u>
Total Other Assets		<u>0.00</u>
Total Assets	\$	<u><u>856,729.32</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	2,589.67
Accrued Management Fee		662.94
Security Deposits		10,051.00
Accrued Expenses		<u>(1,667.50)</u>
Total Current Liabilities		11,636.11
Long-Term Liabilities		
Notes Payable, Lake Co		116,760.18
Notes Payable, FBHP		(45,373.92)
Current Portion of FBHP Mortga		359,388.00
Current Portion of IHDA Mortga		1,200.00
Debt issuance costs		(4,842.00)
Notes Payable, IHDA		<u>205,162.60</u>
Total Long-Term Liabilities		<u>632,294.86</u>
Total Liabilities		643,930.97
Capital		
Beginning Balance Equity		(85,000.00)
Equity-Retained Earnings		299,979.81
Net Income		<u>(2,181.46)</u>
Total Capital		<u>212,798.35</u>
Total Liabilities & Capita	\$	<u><u>856,729.32</u></u>

Sunset Woods Housing 12
Income Statement
Compared with Budget
For the Four Months Ending April 30, 2026

	Current Month	Current Month	Current Month	Year to Date	Year to Date	Year to Date
Revenues						
Rents	\$ 8,676.40	\$ 8,414.00	262.40	\$ 34,644.40	\$ 33,656.00	988.40
Subsidy Income	1,543.00	1,796.00	(253.00)	6,205.00	7,184.00	(979.00)
Interest Income	0.00	0.00	0.00	15.13	0.00	15.13
Vacancy	0.00	(511.00)	511.00	0.00	(2,044.00)	2,044.00
Total Revenues	10,219.40	9,699.00	520.40	40,864.53	38,796.00	2,068.53
Cost of Sales						
Total Cost of Sales	0.00	0.00	0.00	0.00	0.00	0.00
Gross Profit	10,219.40	9,699.00	520.40	40,864.53	38,796.00	2,068.53
Expenses						
Office Supplies	0.00	25.00	(25.00)	0.00	100.00	(100.00)
Management Fee	690.66	630.00	60.66	2,594.20	2,520.00	74.20
Audit Expense	0.00	667.00	(667.00)	12,342.86	2,668.00	9,674.86
Exterminating	0.00	75.00	(75.00)	0.00	300.00	(300.00)
Credit Ck Fees	0.00	4.00	(4.00)	0.00	16.00	(16.00)
Government Fees	0.00	96.00	(96.00)	0.00	384.00	(384.00)
Software/Data Processing	42.34	32.00	10.34	169.36	128.00	41.36
Carpet Cleaning	0.00	83.00	(83.00)	0.00	332.00	(332.00)
Heating & Air	0.00	42.00	(42.00)	0.00	168.00	(168.00)
Electrical & Plumbing Maint	0.00	42.00	(42.00)	0.00	168.00	(168.00)
Painting & Decorating	0.00	108.00	(108.00)	0.00	432.00	(432.00)
Appliance Repairs/Replace	360.00	83.00	277.00	510.00	332.00	178.00
Supplies	0.00	125.00	(125.00)	0.00	500.00	(500.00)
Maintenance	0.00	167.00	(167.00)	17.99	668.00	(650.01)
Condo Assessment Rental Units	5,197.74	3,356.00	1,841.74	20,468.46	13,424.00	7,044.46
Cable TV	0.00	800.00	(800.00)	851.16	3,200.00	(2,348.84)
Real Estate tax expense	463.33	3.00	460.33	463.33	12.00	451.33

	Current Month	Current Month	Current Month	Year to Date	Year to Date	Year to Date
Loan Interest	1,434.68	2,349.00	(914.32)	5,628.63	9,396.00	(3,767.37)
Bldg Insurance	0.00	250.00	(250.00)	0.00	1,000.00	(1,000.00)
Total Expenses	8,188.75	8,937.00	(748.25)	43,045.99	35,748.00	7,297.99
Net Income	\$ 2,030.65	\$ 762.00	1,268.65	(\$ 2,181.46)	\$ 3,048.00	(5,229.46)

Sunset Woods Housing 12
Statement of Cash Flow
For the four Months Ended April 30, 2026

	Current Month	Year to Date
Cash Flows from operating activities		
Net Income	\$ 2,030.65	(\$ 2,181.46)
Adjustments to reconcile net income to net cash provided by operating activities		
Tax Reserve	(2.23)	(8.92)
Accounts Receivable	2,593.83	3,265.33
Subsidy Accounts Receivable	0.00	(67.00)
Accounts Payable	(6.67)	(8,294.77)
Accrued Management Fee	0.00	(224.21)
Accrued Expenses	0.00	3,576.86
Total Adjustments	2,584.93	(1,752.71)
Net Cash provided by Operations	4,615.58	(3,934.17)
Cash Flows from investing activities		
Used For		
Net cash used in investing	0.00	0.00
Cash Flows from financing activities		
Proceeds From		
Used For		
Notes Payable, FBHP	(1,017.09)	(6,632.45)
Notes Payable, IHDA	(100.00)	(400.00)
Net cash used in financing	(1,117.09)	(7,032.45)
Net increase <decrease> in cash	\$ 3,498.49	(\$ 10,966.62)

	Current		Year to Date	
	Month			
Summary				
Cash Balance at End of Period	\$	160,070.14	\$	160,070.14
Cash Balance at Beg of Period		(156,571.65)		(171,036.76)
Net Increase <Decrease> in Cash	\$	3,498.49	(\$	10,966.62)

Sunset Woods Housing 12
Account Register
For the Period From Apr 1, 2026 to Apr 30, 2026
1103M13 - FBHP General Checking X3522

Filter Criteria includes: Report order is by Date.

Date	Trans No	Type	Trans Desc	Deposit Amt	Withdrawal Amt	Balance
			Beginning Balance			16,082.75
4/1/26	Autopay 2604	Withdrawal	Illinois Housing Development A		100.00	15,982.75
4/2/26	HAP_4.2.26	Other	HAP_4.2.26	1,543.00		17,525.75
4/3/26	RP_4.3.26	Other	RP_4.3.26	950.00		18,475.75
4/6/26	RP_4.6.26	Other	RP_4.6.26	680.00		19,155.75
4/10/26	2281	Withdrawal	Good Guys Appliance Repair Inc		360.00	18,795.75
4/10/26	DEP_4.10.26	Other	DEP_4.10.26	5,377.00		24,172.75
4/18/26	Autopay 2604	Withdrawal	Real Page, Inc.		42.34	24,130.41
4/21/26	2282	Withdrawal	Housing Opportunity Dev. Corp.		690.66	23,439.75
4/24/26	2283	Withdrawal	Westward360		5,093.79	18,345.96
4/24/26	2283V	Withdrawal	Westward360		-5,093.79	23,439.75
4/24/26	2284	Withdrawal	LCHA c/o HODC		460.60	22,979.15
4/24/26	2285	Withdrawal	Westward360		5,197.74	17,781.41
4/26/26	Autopay 2604	Withdrawal	First Bank Chicago		2,454.00	15,327.41
4/27/26	DEP_12.31.25	Other	DEP_12.31.25 (wasn_t xferd unt	1,100.00		16,427.41
4/27/26	DEP_12.31.25	Other	DEP_12.31.25 (wasn_t xferd unt	1,500.00		17,927.41
4/27/26	RP_4.27.26	Other	RP_4.27.26	910.50		18,837.91
4/28/26	RP_4.28.26	Other	RP_4.28.26 (Tenant paid wrong	463.33		19,301.24
4/30/26	2286	Withdrawal	LCHA c/o HODC		470.00	18,831.24
4/30/26	DEP_4.30.26	Other	DEP_4.30.26	750.00		19,581.24
Total				13,273.83	9,775.34	

SWA 2 Rental
Balance Sheet
April 30, 2026

ASSETS

Current Assets		
FBHP Checking x3530	\$	112,138.90
FBHP Sec Dep Savings x0207		2,282.87
Prepaid Insurance		1,080.00
Accounts Receivable		<u>(1,100.00)</u>
Total Current Assets		114,401.77
Property and Equipment		
Furniture and Fixtures		3,041.60
Building Unit 231		135,000.32
Building Unit 319		134,999.62
Accum Dep Building		<u>(83,685.86)</u>
Total Property and Equipment		189,355.68
Other Assets		<u> </u>
Total Other Assets		<u>0.00</u>
Total Assets	\$	<u><u>303,757.45</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	100.00
Security Deposits		1,358.94
Accrued Expenses		<u>305.50</u>
Total Current Liabilities		1,764.44
Long-Term Liabilities		<u> </u>
Total Long-Term Liabilities		<u>0.00</u>
Total Liabilities		1,764.44
Capital		
Beginning Balance Equity		246,832.40
Equity-Retained Earnings		54,221.58
Net Income		<u>939.03</u>
Total Capital		<u>301,993.01</u>
Total Liabilities & Capital	\$	<u><u>303,757.45</u></u>

SWA 2 Rental
Income Statement
Compared with Budget
For the Four Months Ending April 30, 2026

	Current Month	Current Month	Current Month	Year to Date	Year to Date
Revenues					
Rents	\$ 2,300.00	\$ 2,300.00	0.00	\$ 9,200.00	\$ 9,200.00
Interest Income	0.66	0.00	0.66	2.63	0.00
Vacancy	0.00	(115.00)	115.00	0.00	(460.00)
Total Revenues	2,300.66	2,185.00	115.66	9,202.63	8,740.00
Cost of Sales					
Total Cost of Sales	0.00	0.00	0.00	0.00	0.00
Gross Profit	2,300.66	2,185.00	115.66	9,202.63	8,740.00
Expenses					
Office Supplies	0.00	25.00	(25.00)	0.00	100.00
Management Fee	305.50	142.00	163.50	1,124.50	568.00
Audit Expense	0.00	125.00	(125.00)	2,057.14	500.00
Software/Data Processing	0.00	5.00	(5.00)	21.18	20.00
Painting & Decorating	0.00	125.00	(125.00)	0.00	500.00
Appliance Repairs/replace	0.00	25.00	(25.00)	0.00	100.00
Supplies	0.00	8.00	(8.00)	0.00	32.00
Maintenance	0.00	42.00	(42.00)	0.00	168.00
Condo Asst Rental Units	1,202.70	819.00	383.70	4,777.06	3,276.00
Cable TV	0.00	133.00	(133.00)	283.72	532.00
Bldg Insurance	0.00	42.00	(42.00)	0.00	168.00
Total Expenses	1,508.20	1,491.00	17.20	8,263.60	5,964.00
Net Income	\$ 792.46	\$ 694.00	98.46	\$ 939.03	\$ 2,776.00

Year to
Date

0.00

2.63

460.00

462.63

0.00

462.63

(100.00)

556.50

1,557.14

1.18

(500.00)

(100.00)

(32.00)

(168.00)

1,501.06

(248.28)

(168.00)

2,299.60

(1,836.97)

SWA 2 Rental
Statement of Cash Flow
For the four Months Ended April 30, 2026

	Current Month	Year to Date
Cash Flows from operating activities		
Net Income	\$ 792.46	\$ 939.03
Adjustments to reconcile net income to net cash provided by operating activities		
Accounts Payable	(7.06)	(781.12)
Accrued Expenses	0.00	305.50
Total Adjustments	(7.06)	(475.62)
Net Cash provided by Operations	785.40	463.41
Cash Flows from investing activities		
Used For		
Net cash used in investing	0.00	0.00
Cash Flows from financing activities		
Proceeds From		
Used For		
Net cash used in financing	0.00	0.00
Net increase <decrease> in cash	\$ 785.40	\$ 463.41
Summary		
Cash Balance at End of Period	\$ 114,421.77	\$ 114,421.77

	Current Month	Year to Date
Cash Balance at Beg of Period	(113,636.37)	(113,958.36)
Net Increase <Decrease> in Cash	\$ 785.40	\$ 463.41

SWA 2 Rental
Account Register
 For the Period From Apr 1, 2026 to Apr 30, 2026
 1103M14 - FBHP Checking x3530

Filter Criteria includes: Report order is by Date.

Date	Trans No	Type	Trans Desc	Deposit Amt	Withdrawal Amt	Balance
			Beginning Balance			111,354.16
4/9/26	RP_4.9.26	Other	RP_4.9.26	1,200.00		112,554.16
4/18/26	Autopay 2604	Withdrawal	Real Page, Inc.		7.06	112,547.10
4/21/26	1495	Withdrawal	Housing Opportunity Developmen		305.50	112,241.60
4/24/26	1496	Withdrawal	Sunset Woods c/o Westward360		1,202.70	111,038.90
4/30/26	DEP_4.30.26	Other	DEP_4.30.26	1,100.00		112,138.90
			Total	2,300.00	1,515.26	

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HOUSING TRUST FUND

Schedule of Changes in Fund Balance

	Actual Through Mar 2026	Estimated Apr - Dec 2026	Total ³ 2026 Budget
Beginning Fund Balance (Audited)	1,933,509	1,956,834	1,956,834
Demolition Tax	15,000	65,000	80,000
Demolition Permits	3,000	9,000	12,000
Reimbursements and Grants	-	-	
Interest Revenue	15,459	68,241	83,700
Contributions/Donations/Transfers ⁴	-	-	-
Payment in lieu of Affordable Housing ¹	-	407,880	407,880
Proceeds of Ceding Volume Cap		-	-
Total Revenue	33,459	550,121	583,580
Contractual Services (Obligations) ²	-	1,093,850	1,093,850
Employment Expenses	2,921	9,674	12,595
Salaries	7,213	29,145	36,358
Personnel Expenditures	10,135	38,818	48,953
Total Expenditures	10,135	1,132,668	1,142,803
Ending Fund Balance	1,956,834	1,374,286	1,397,611
Fund Balance at 150% target		1,714,205	1,714,205
Fund Balance less Obligations and Target		(339,918)	(316,594)

Notes:

1. Anticipated Revenue:

2026 Payment in lieu	407,880
2026 Demolition Tax	300,000
2026 Demolition Permits	15,000
Total	<u>722,880</u>

2. Obligations:

Scattered Site Grant Budgeted for 2026	1,175,000
Operating Grant Budgeted for 2026	111,000
Temporary Housing Assistance	10,000
Total	<u>1,296,000</u>

3. Adopted Budget

Housing Trust Fund

Balance Sheet and Schedule of Revenues, Expenditures, and Changes in Fund Balance Per City General Ledger

	Adopted	Estimated															Actual									
	Annual 2026	Apr - Dec 2026	Mar YTD 2026	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003
Balance Sheet																										
Cash & Investments	1,397,611	1,374,286	1,956,834	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,329,104	709,596	555,762	634,659	808,800	866,008	834,576	1,001,264	1,091,569	1,254,767	1,282,048	1,517,934	1,873,748	245,714	1,148,435	704,498	229,405
Accounts Receivable													250,000									(10,500)				
Due from Other Funds																							1,700,000			
Other Assets																				(169)		378	539			
Total Assets	1,397,611	1,374,286	1,956,834	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,329,104	709,596	555,762	884,659	808,800	866,008	834,576	1,001,264	1,091,569	1,254,767	1,281,879	1,517,934	1,863,625	1,946,254	1,148,435	704,498	229,405
Accounts Payable										67,500											1,000					
Accrued Salaries Payable											1,011		1,009	627	789	720	175	308	233		395	596	218			
Refundable Deposits														61,000												
Total Liabilities	-	-				-	-	-	-	67,500	1,011	-	1,009	61,627	789	720	175	308	233	-	1,395	596	218	-	-	-
Fund Balance Actual	1,397,611	1,374,286	1,956,834	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,261,604	708,584	555,762	883,651	747,173	865,220	833,856	1,001,088	1,091,261	1,254,534	1,281,879	1,516,540	1,863,029	1,946,036	1,148,435	704,498	229,405
Fund Balance Reported ¹	N/A	N/A	1,956,834	1,933,509	TRUE	1,908,458	1,634,854	2,445,490	1,522,923	1,262,614	709,595	556,762	884,658	808,800	866,008	833,856	1,001,088	1,091,261	1,254,535	1,281,879	1,516,539	1,863,030	1,946,036	1,148,435	704,498	229,405
Actual Over/(Under) Rptd ³	N/A	N/A				-	-	(59,250)	-	(1,010)	(1,011)	(1,000)	(1,007)	(61,627)	(788)	0	0	(0)	(1)	(0)	1	(1)	(0)	0	0	-
Changes in Fund Balance																										
Revenues ⁴	583,580	550,121	33,459	465,611	324,094	471,340	644,681	1,179,417	485,162	749,266	260,096	240,152	458,750	453,650	365,518	170,586	129,890	60,828	107,181	265,857	584,267	1,557,629	942,598	798,678	645,094	229,405
Expenditures ⁵	1,142,803	1,132,668	10,135	500,523	307,256	197,735	1,396,067	316,100	223,842	196,246	107,273	568,041	322,273	571,697	334,155	337,818	220,063	224,101	134,526	500,518	930,757	1,640,635	144,997	354,742	170,000	
Change in Fund Balance	(559,223)	(582,548)	23,325	(34,912)	16,838	273,605	(751,386)	863,317	261,319	553,019	152,822	(327,889)	136,478	(118,047)	31,363	(167,232)	(90,172)	(163,273)	(27,344)	(234,661)	(346,489)	(83,007)	797,600	443,937	475,094	229,405
Beginning Fund Balance (Audited)	1,956,834	1,956,834	1,933,509	1,968,422	1,951,583	1,634,854	2,386,240	1,522,923	1,261,604	708,584	555,762	883,651	747,173	865,220	833,856	1,001,088	1,091,261	1,254,534	1,281,879	1,516,540	1,863,029	1,946,036	1,148,435	704,498	229,405	-
Ending Fund Balance	1,397,611	1,374,286	1,956,834	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,261,604	708,584	555,762	883,651	747,173	865,220	833,856	1,001,088	1,091,261	1,254,534	1,281,879	1,516,540	1,863,029	1,946,036	1,148,435	704,498	229,405
Due to Others ² per City Accounts	-	-	-	-		-		-	-	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405
Fund Balance per City Accounts	1,397,611	1,374,286	1,956,834	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,032,199	479,180	326,357	654,246	517,768	635,815	604,452	771,684	861,856	1,025,130	1,052,474	1,287,135	1,633,624	1,716,631	919,031	475,094	-
Fund Balance Actual	1,397,611	1,374,286	1,956,834	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,261,604	708,584	555,762	883,651	747,173	865,220	833,856	1,001,088	1,091,261	1,254,534	1,281,879	1,516,540	1,863,029	1,946,036	1,148,435	704,498	229,405

Notes:

1. Reported to the Housing Commission.

2. Equals the 2003 Fund Balance which was incorrectly recorded in 2003 to the account Due to Others. Since there were no expenditures in 2003, it is equal to 100% of 2003 Demolition Tax Revenue recorded to HTF in 2003.

3. Reporting errors.

4. Anticipated Revenue:

2026 Payment in lieu	407,880
2026 Demolition Tax	300,000
2026 Demolition Permits	15,000
Total	<u>722,880</u>

5. Obligations:

Scattered Site Grant Budgeted for 2026	1,175,000
Operating Grant Budgeted for 2026	111,000
Temporary Housing Assistance	10,000
Total	<u>1,296,000</u>

HOUSING TRUST FUND

Schedule of Changes in Fund Balance

	Actual Through Apr 2026	Estimated May - Dec 2026	Total ³ 2026 Budget
Beginning Fund Balance (Audited)	1,933,509	1,534,762	1,534,762
Demolition Tax	15,000	65,000	80,000
Demolition Permits	3,750	8,250	12,000
Reimbursements and Grants	-	-	
Interest Revenue	21,888	61,812	83,700
Contributions/Donations/Transfers ⁴	-	-	-
Payment in lieu of Affordable Housing ¹	74,160	333,720	407,880
Proceeds of Ceding Volume Cap		-	-
Total Revenue	114,798	468,782	583,580
Contractual Services (Obligations) ²	500,000	593,850	1,093,850
Employment Expenses	3,598	8,997	12,595
Salaries	9,947	26,411	36,358
Personnel Expenditures	13,545	35,408	48,953
Total Expenditures	513,545	629,258	1,142,803
Ending Fund Balance	1,534,762	1,374,286	975,539
Fund Balance at 150% target		1,714,205	1,714,205
Fund Balance less Obligations and Target		(339,918)	(738,665)

Notes:

1. Anticipated Revenue:

2026 Payment in lieu	407,880
2026 Demolition Tax	300,000
2026 Demolition Permits	15,000
Total	<u>722,880</u>

2. Obligations:

Scattered Site Grant Budgeted for 2026	1,175,000
Operating Grant Budgeted for 2026	111,000
Temporary Housing Assistance	10,000
Total	<u>1,296,000</u>

3. Adopted Budget

Housing Trust Fund

Balance Sheet and Schedule of Revenues, Expenditures, and Changes in Fund Balance Per City General Ledger

	Adopted	Estimated															Actual															
	Annual 2026	May - Dec 2026	Apr YTD 2026	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003						
Balance Sheet																																
Cash & Investments	975,539	1,374,286	1,534,762	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,329,104	709,596	555,762	634,659	808,800	866,008	834,576	1,001,264	1,091,569	1,254,767	1,282,048	1,517,934	1,873,748	245,714	1,148,435	704,498	229,405						
Accounts Receivable													250,000									(10,500)										
Due from Other Funds																							1,700,000									
Other Assets																				(169)		378	539									
Total Assets	975,539	1,374,286	1,534,762	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,329,104	709,596	555,762	884,659	808,800	866,008	834,576	1,001,264	1,091,569	1,254,767	1,281,879	1,517,934	1,863,625	1,946,254	1,148,435	704,498	229,405						
Accounts Payable										67,500											1,000											
Accrued Salaries Payable											1,011		1,009	627	789	720	175	308	233		395	596	218									
Refundable Deposits														61,000																		
Total Liabilities	-	-				-	-	-	-	67,500	1,011	-	1,009	61,627	789	720	175	308	233	-	1,395	596	218	-	-	-						
Fund Balance Actual	975,539	1,374,286	1,534,762	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,261,604	708,584	555,762	883,651	747,173	865,220	833,856	1,001,088	1,091,261	1,254,534	1,281,879	1,516,540	1,863,029	1,946,036	1,148,435	704,498	229,405						
Fund Balance Reported ¹	N/A	N/A	1,534,762	1,933,509	TRUE	1,908,458	1,634,854	2,445,490	1,522,923	1,262,614	709,595	556,762	884,658	808,800	866,008	833,856	1,001,088	1,091,261	1,254,535	1,281,879	1,516,539	1,863,030	1,946,036	1,148,435	704,498	229,405						
Actual Over/(Under) Rptd ³	N/A	N/A				-	-	(59,250)	-	(1,010)	(1,011)	(1,000)	(1,007)	(61,627)	(788)	0	0	(0)	(1)	(0)	1	(1)	(0)	0	0	-						
Changes in Fund Balance																																
Revenues ⁴	583,580	468,782	114,798	465,611	324,094	471,340	644,681	1,179,417	485,162	749,266	260,096	240,152	458,750	453,650	365,518	170,586	129,890	60,828	107,181	265,857	584,267	1,557,629	942,598	798,678	645,094	229,405						
Expenditures ⁵	1,142,803	629,258	513,545	500,523	307,256	197,735	1,396,067	316,100	223,842	196,246	107,273	568,041	322,273	571,697	334,155	337,818	220,063	224,101	134,526	500,518	930,757	1,640,635	144,997	354,742	170,000							
Change in Fund Balance	(559,223)	(160,476)	(398,747)	(34,912)	16,838	273,605	(751,386)	863,317	261,319	553,019	152,822	(327,889)	136,478	(118,047)	31,363	(167,232)	(90,172)	(163,273)	(27,344)	(234,661)	(346,489)	(83,007)	797,600	443,937	475,094	229,405						
Beginning Fund Balance (Audited)	1,534,762	1,534,762	1,933,509	1,968,422	1,951,583	1,634,854	2,386,240	1,522,923	1,261,604	708,584	555,762	883,651	747,173	865,220	833,856	1,001,088	1,091,261	1,254,534	1,281,879	1,516,540	1,863,029	1,946,036	1,148,435	704,498	229,405	-						
Ending Fund Balance	975,539	1,374,286	1,534,762	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,261,604	708,584	555,762	883,651	747,173	865,220	833,856	1,001,088	1,091,261	1,254,534	1,281,879	1,516,540	1,863,029	1,946,036	1,148,435	704,498	229,405						
Due to Others ² per City Accounts	-	-	-	-		-		-	-	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405						
Fund Balance per City Accounts	975,539	1,374,286	1,534,762	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,032,199	479,180	326,357	654,246	517,768	635,815	604,452	771,684	861,856	1,025,130	1,052,474	1,287,135	1,633,624	1,716,631	919,031	475,094	-						
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Temporary Housing Assistance	10,000
Total	<u>1,296,000</u>

Date: June 3, 2026

To: Chair Fernandez Sykes & Housing Commission

From: Zubin Coleman, Senior Planner

Subject: Maturity Frank B. Peers 12-2269-02 Loan Maturation & 12-2269-01 Loan

Recommendation

Staff recommends that the Commission consider the item of a loan that has matured for the Frank B. Peers building at 400 Central Avenue and provide feedback to Staff. No action needs to be taken for this matter.

Background

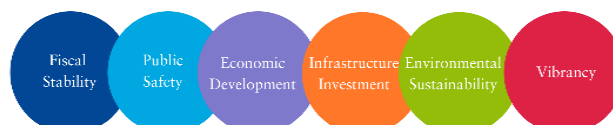
On May 14, 2026, the Illinois Housing Development Authority reached out to the City to inform them of a refund check. The Frank B. Peers building at 400 Central Avenue has a loan on it with IHDA (loan #12-2269-02) that matured on April 1, 2026. The loan between the City and IHDA was originally approved in 1976 (see **Attachment 1**), to assist with the financing for the construction of Peers, which was built in 1978.

IHDA received the final payment to pay off the fully amortizing loan. However, there was an amount left of \$14,949.32) that was overpaid and required IHDA to notify the City of mailing a refunded check. IHDA confirmed that the check will be sent to the City within the next 3 weeks.

Although loan #12-2269-02 has now fully amortized, loan #12-2269-01 payments are now set to begin. IHDA shared the payment history and remaining amortization schedule for loan #12-2269-01 (see **Attachment 2**). This loan will fully amortize in November 2035 with monthly payments of \$25,971.36.

Next Steps

There are no next steps needed for this matter. Staff shared this with the Commission as an informative item. If you have any additional questions, please let Staff know.



THIS REGULATORY AGREEMENT, dated as of the 25th day of August

THIS REGULATORY AGREEMENT, dated as of the 25th day of August, 1976, by and between Highland Park Housing Association, an Illinois not for profit corporation as lessor under ground lease dated August 25, 1976, and XXXXXX as lessee under the XXXXXX (hereinafter referred to as "Mortgage"), XXXXXX (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");

WHEREAS, ~~Monogram~~^{Owner} is the holder of legal title, ~~by means of a trust~~^{by means of a land trust} of certain real property upon which is to be erected a housing development, located in Highland Park, Illinois, which real property is legally described in the schedule attached hereto as Schedule A and by this reference made a part hereof (hereinafter referred to as the "Real Estate"), ~~and Owner is the sole beneficiary under said Trust Agreement; and~~

WHEREAS, Authority has heretofore issued to ~~Morgeson~~ ^{Owner} a mortgage loan commitment (hereinafter referred to as the "Commitment") to make a loan to ~~Morgeson~~ ^{Owner} in the sum of One Million ~~Seven Hundred Twenty Thousand and 00/100~~

_____ Dollars (\$1,720,000.00) (hereinafter referred to as the "Mortgage Loan") to be used with such other monies, if any, paid by ^{Owner} ~~Mortgagor~~ for the acquisition, construction or rehabilitation, development and/or permanent financing of the Real Estate (which acquisition, construction or rehabilitation, development and/or permanent financing of the Real Estate is hereinafter referred to as the "Development"), which Mortgage Loan is to be secured by a certain mortgage note (hereinafter referred to as the "Mortgage Note") and mortgage (hereinafter referred to as the "Mortgage") of even date herewith on the Development; and

WHEREAS, as an inducement to Authority to make the Mortgage Loan, Owner ~~and Mortgagor~~ ^{has} ~~has~~ agreed to enter into this Regulatory Agreement in accordance with the terms, conditions and covenants set forth below and ~~has~~ ^{has} consented thereby to be regulated and restricted by Authority as herein provided and as provided for in the Act and the rules, regulations, policies, and procedures of Authority promulgated thereunder; and

WHEREAS, contemporaneously with the execution and delivery hereof, ^{Owner}~~Mortgagor~~ has executed and delivered to Authority a building loan agreement in accordance with the terms of the Commitment (hereinafter referred to as the "Building Loan Agreement"); and

WHEREAS, contemporaneously with the execution and delivery hereof, Owner has executed and delivered to Authority the Agreement to Enter into Housing Assistance Payments Contract (hereinafter referred to as the "Agreement"), which Agreement is attached hereto as Exhibit "A" and by this reference made a part hereof, and the Agreement to Enter into Pledge Agreement (hereinafter referred to as the "Agreement to Pledge"), which Agreement to Pledge is attached hereto as Exhibit "B" and by this reference made a part hereof; and

WHEREAS upon completion of the Development, Owner is obligated to execute and deliver to Authority the Housing Assistance Payments Contract (hereinafter referred to as the "Contract") referred to in the Agreement, the form of which Contract is attached hereto as Exhibit "C" and by this reference made a part hereof, and the Pledge Agreement (hereinafter referred to as the "Pledge Agreement") referred to in the Agreement to Pledge, the form of which Pledge Agreement is attached hereto as Exhibit "D" and by this reference made a part hereof;

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

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

2. **Act and Regulations.** Owner and ~~Processor~~ ^{its} agree that at all times ~~Processor~~ ^{its} acts regarding the Development shall be in conformance with the Act and the rules, regulations, policies and procedures of Authority, as amended from time to time and in conformance with the applicable statutes and rules and regulations of the United States Government, and any agreements entered into with federal agencies concerning the Development, which ~~Processor~~ ^{it agrees} ~~may~~ ^{may} ~~refer~~ ^{refer} to execute if Authority so requests.

3. *Term of Regulatory Agreement.* 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.

4. ~~Liability of Manufacturer~~ Owner.

~~(1) Mortgagor. This Regulatory Agreement is executed by Mortgagor as trustee and no personal liability shall be asserted or be enforceable against Mortgagor, because or in respect to~~

Mortgagor B n
Owner B n
Authority SM/6

~~such Regulatory Agreement, all such liability, if any, being expressly waived by Owner and Authority.~~

(a) ~~Owner~~ ^{mortgagor} Owner assumes and agrees to perform all of the obligations of ~~Mortgagor~~ under the Mortgage except those regarding repayment of the Mortgage Note. Owner further assumes liability for:

- (1) Funds or property of the Development coming into its hands which, by the provisions hereof, it is not entitled to retain; and
- (2) Its own acts and deeds or acts and deeds of others which it has authorized in violation of the provisions of this Regulatory Agreement.

5. **HUD Housing Assistance Payments.** Owner agrees and covenants to exercise all of its rights and to perform all obligations and observe all terms, provisions and covenants on its part as Owner to be performed or observed under the Agreement and Agreement to Pledge, and, when executed, under the Contract and the Pledge Agreement, so as at all times to be and remain eligible to receive the optimum benefits under the HUD Housing Assistance Payments Program as set forth in Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437, *et seq.*, and the regulations promulgated thereunder.

6. **Funds.**

(a) **Reserve for Replacements and Reserve Fund for Replacements.** Commencing on the first day of the month following the Initial Closing Date, as defined in Paragraph 27 of the Mortgage, or such other date as Authority designates in writing and on the first day of each month thereafter, Five Hundred Seventy Two Dollars and 50/100

~~Dollars~~ ^{Dollars} (\$572.50), or such other sum as Authority shall specify, of the gross rents of the Development shall be set aside for replacements. Said sums and the income, if any, earned thereon shall be used to pay the cost of replacing structural elements or equipment of the Development or to pay any other expense of operating the Development; provided, however, such use may be made only after the Authority gives its written approval. Said sums shall be deposited in an account designated by and under the control of Authority, which account shall be known as the "Reserve Fund for Replacements."

(b) **Residual Receipts.** Commencing within sixty (60) days after termination of each fiscal year of the Development, Owner shall disburse the Residual Receipts, as defined in paragraph 20(h) hereof, as directed by an authorized officer of Authority and in the absence of such direction shall cause the same to be deposited into the Reserve Fund for Replacements.

(c) **Development Cost Escrow Fund.** Upon the direction of an authorized officer of Authority, Owner shall establish a fund to be called the "Development Cost Escrow Fund" in the amount of Fifty Three Thousand Four Hundred Eight dollars and no/100

~~Dollars~~ ^{Dollars} (\$53,408.00), to be funded by disbursement of said amount from the proceeds of the Mortgage Loan. The Development Cost Escrow Fund shall be deposited in an account designated by and under the control of Authority. The interest earned on the Development Cost Escrow Fund shall be used ~~to provide social services incidental to the Development and, subject to the approval of Authority, to provide for other purposes benefitting the Development as proposed from time to time by Owner. Use of the principal amount of the Development Cost Escrow Fund shall be at the sole discretion of Authority for purposes benefitting the Development, as determined by Authority. The Development Cost Escrow Fund shall remain in existence for the entire period during which Authority is the Mortgagee of the Development.~~

7. **Affirmative Fair Housing Marketing Plan.** 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 its Affirmative Fair Housing Marketing Plan, dated April 12, 1976, and approved by Authority on April 19, 1976, subject to such changes and modifications as Authority and/or HUD may make from time to time.

8. **Additional Owner Covenants.** Subject to and to the extent consistent with the obligations of Owner under the Agreement or Contract, Owner further covenants and agrees that:

(a) With the prior written approval of Authority, Owner shall establish and maintain for each dwelling unit a market rental charge determined on the basis of operating the Development with payments of principal, interest and fees and charges to Authority due under the Mortgage and Mortgage Note on the Development; provided that, where a tenant's family income exceeds levels established by Authority for initial or continued occupancy, Owner shall charge such tenant, with the prior written approval of Authority, in addition to the market rental charge such rent surcharges as may be provided for pursuant to the Act or the rules and regulation promulgated thereunder:

(b) Unless otherwise approved in writing by Authority, the market rental charges actually collected by Owner shall include all utilities except telephone; provided, however, where Authority approves direct payment of utilities in addition to telephone by the tenants, market rental charges shall be calculated as if the estimated expense of such utilities were to be paid by Owner, but the

Mortgagor Bh
Owner Bh
Authority ML

amounts actually collected from tenants by Owner shall be decreased by the estimated expense of such utilities approved by Authority.

(c) It shall limit admission to the Development to those persons and families whose incomes do not exceed the limits prescribed from time to time by Authority.

(d) Preference for occupancy in the Development shall be given to those persons and families displaced by urban renewal, slum clearance or other governmental action who have not obtained other suitable housing, as determined by Authority, and to those whose incomes are within the lowest practicable limits for obtaining units in the Development.

(e) On forms approved by Authority, it shall obtain from each prospective tenant, prior to admission to the Development, a certification of income, and at intervals required by Authority, a recertification of income from all tenants on forms approved by Authority.

(f) In a manner prescribed by Authority, it shall obtain written evidence substantiating the information given on the tenants' certifications and recertifications of income and shall retain the evidence in its files for three (3) years after the year to which such evidence of income pertains.

(g) It shall require all tenants to execute a lease in the form prescribed by Authority, and shall not rent any unit in the Development for less than thirty (30) days nor more than two (2) years.

(h) It shall not restrict occupancy by reason of the fact that there are children in the family.

(i) No changes shall be made in the market or gross rental charges unless approved by Authority.

(j) It shall rent commercial facilities, if any, to a tenant approved by Authority at not less than a rental approved by Authority.

(k) It shall not permit a tenant to rent more than one (1) unit at any given time without the prior written approval of Authority.

(l) It shall obtain prior written approval of Authority for: (i) all documents used in renting the dwelling units and any commercial facilities, including but not limited to leases, applications and personal histories; (ii) all advertising and other public information regarding the Development; and (iii) all procedures and standards to be utilized regarding approval or rejection of prospective tenants.

9. *Additional Tenant Charges.* Subject to and to the extent consistent with the obligations of Owner under the Agreement or Contract, Owner, upon prior written approval of Authority, may charge to and receive from any tenant such amounts as from time to time may be mutually agreed upon between the tenant and Owner for any facilities and/or services which may be furnished by Owner or others to such tenant upon his request, in addition to the facilities and services included in the approved rental charges.

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

(a) Convey, transfer or encumber any of the Development, or permit the conveyance, transfer or encumbrance of any part of the Development;

(b) Assign, transfer, dispose of or encumber any personal property of the Development, including rents, or pay out any funds, except for reasonable operating expenses and necessary repairs;

(c) Convey, assign or transfer any ~~vested~~ interest in ~~any~~ ^{the ground lease dated August 25, 19} ~~any~~ ^{any} ~~part~~ ^{part} of the Development, or any right to manage or receive the rents and profits from the Development;

(d) Remodel, add to, reconstruct or demolish any part of the Development or subtract from any real or personal property of the Development;

(e) Engage, except for natural persons, in any other business or activity, including the operation of any other housing development, or incur any liability or obligation not in connection with the Development;

(f) Require, as a condition of the occupancy or leasing of any unit in the Development, any consideration or deposit other than the prepayment of the first month's rent plus a security deposit in an amount not in excess of one (1) months' rent to guarantee the performance of the covenants of the lease. Any funds collected as security deposits shall be kept separate and apart from all other funds of the Development in a trust account with a federally insured depository, approved in writing by Authority, the amount of which shall at all times equal or exceed the aggregate of all outstanding obligations under said account; if interest is earned on said trust account, it shall be transferred, as earned, into the Development Bank Account, as hereinafter defined, unless otherwise required by law.

(g) Permit the use of the dwelling accommodations of the Development for any purpose except the use which was originally intended, or permit commercial use greater than that originally approved by Authority;

(h) Incur any liability, direct or contingent, other than for current operating expenses, exclusive of the Mortgage Debt as defined in the Mortgage;

Mortgagor B N
Owner B N
Authority SMO

(i) Pay any compensation, including wages or salaries, or incur any obligations, to staff or any officers, directors, ~~XXXXXXXXXXXXXXXX~~, or to any of their nominees;

(j) Enter into any contract or contracts for supervisory or managerial services;

(k) 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, the State of Illinois, or obligations thereof, or deposit such funds in a depository not approved by Authority.

(1) Make, receive, and retain any distribution of assets or any income of any kind of the Development, except on the following conditions; provided, however, no such distribution shall occur without the prior written approval of an authorized officer of Authority;

(1) All distributions shall be made only after the end of each fiscal year pursuant to audited financial statements approved by Authority; ~~and no distributions shall be made for any one fiscal year that exceeds 100 percent of the Expenditures of the Department, as determined in accordance with the Act.~~

(2) No distribution shall be made from borrowed funds (except as authorized in writing by Authority) prior to the completion of the Development in accordance with the Construction Contract or when there is any default under this Regulatory Agreement or under the Mortgage Note, Mortgage or Building Loan Agreement;

(3) 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

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

11. **Bankruptcy.** Neither Owner, ~~Mortgagor~~ nor any other owner of the Real Estate shall file any petition in bankruptcy or for the appointment of a receiver, or for insolvency, or for reorganization or composition, or make any assignment for the benefit of creditors or to a trustee for creditors, or permit an adjudication in bankruptcy, the taking of possession of the Development or any part thereof under judicial process pursuant to any power of sale; provided, however, in the case of an involuntary petition, action or proceeding for an adjudication in bankruptcy, or for the appointment of a receiver or trustee of the property of ~~Owner~~, Owner or any other owner of the Real Estate, not initiated by ~~Mortgagor~~ Owner or any other owner of the Real Estate, ~~Mortgagor~~ Owner or any other owner of the Real Estate shall have sixty (60) days after the service of such petition or the commencement of such action or proceeding, as the case may be, within which to obtain a dismissal of such petition, action or proceeding.

12. *Maintenance and Insurance Proceeds.* Owner shall maintain the Development, including the dwelling units and the grounds and equipment appurtenant thereto, in a decent, safe and sanitary condition, as required by the Agreement and the Contract, and in a rentable and tenantable state of repair, as required by the Mortgage. In the event all or any of the buildings covered by the Mortgage shall be destroyed or damaged by fire or other casualty, the money derived from any insurance on the property shall be applied in accordance with the terms of the Mortgage.

13. *Owner's Duties.* In addition to, but not by way of limitation of, the other duties of Owner set forth herein, including the duties set forth in paragraph 5 of this Regulatory Agreement, Owner shall comply with the following:

(a) *Management.* Owner shall provide for the management of the Development in a manner satisfactory to Authority. Any management contract entered into by Owner involving the Development shall be in a form acceptable to Authority.

(b) *Costs of Services, Etc.* Payment for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished.

(c) *Audit.* The Development, equipment, buildings, plans, offices, apparatus, devices, books, contracts, records, documents and other papers relating thereto shall at all times be maintained in reasonable condition for proper audit and shall be subject to examination, inspection and copying at any reasonable time by Authority, or the authorized agent or representative of Authority.

(d) *Books and Records.* The books and records of Owner and of the operations of the Development shall be kept in accordance with the requirements of Authority.

(c) *Financial Report.* Within sixty (60) days following the end of each fiscal year, Authority shall be furnished with a complete annual financial report based upon an examination of the books and records of Owner, prepared in accordance with the requirements of Authority, certified to by Owner, and when required by Authority, certified at Owner's expense by an Illinois licensed certified public accountant, or other person acceptable to Authority.

(f) *Furnishing Information.* At the request of Authority, Owner shall furnish such reports, projections and analysis as required pursuant to the rules and regulations of Authority, as amended

from time to time, and shall give specific answers to questions upon which information is desired from time to time relative to Owner's income, assets, liabilities, contracts and operation and the condition of the Development.

(g) *Funds.* All rents and other receipts of the Development shall be deposited in the name of Owner in a bank account (hereinafter referred to as the "Development Bank Account") whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Association Corporation, in accordance with the requirements for deposits and investments of paragraph 10(k) above. Such funds shall be withdrawn only in accordance with the provisions of this Regulatory Agreement for expenses of the Development, or for distributions of Surplus Cash as limited by paragraph 10(1) hereof. Owner or any person receiving funds of the Development other than by such distribution of Surplus Cash shall immediately deposit such funds in the Development Bank Account and failing so to do in violation of this Regulatory Agreement shall hold such funds in trust. Owner or any person receiving property of the Development in violation of this Regulatory Agreement shall immediately deliver such property to Authority and failing so to do shall hold such property in trust.

14. *Suits.* Owner ~~and Mortgagee~~ agrees to promptly notify Authority in writing of any suits by or against Owner, ~~Mortgagee~~ or the Development. No litigation seeking the recovery of a sum in excess of Ten Thousand Dollars (\$10,000.00), nor any action for specific performance or other equitable relief shall be instituted, nor shall any claim for a sum in excess of Ten Thousand Dollars (\$10,000.00) be settled or compromised by Owner ~~or Mortgagee~~ unless prior written consent thereto has been obtained from Authority. Such consent may be subject to such terms and conditions as Authority may, in its sole discretion, prescribe.

15. *Non-Discrimination in Housing.*

(a) Owner shall not in the selection of tenants, in the provision of services or in any other manner discriminate against any person on the grounds of race, color, creed, religion, sex or national origin. No person shall be automatically excluded from participation in, or be denied the benefits of, the Housing Assistance Payments Program because of membership in a class such as unmarried mothers, recipients of public assistance, etc.

(b) Owner shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any rules and regulations pursuant thereto.

(c) Owner shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, Public Law 88-352, 78 Stat. 241; the regulations of the Department of Housing and Urban Development issued thereunder, 24 CFR, Subtitle A, Part 1, Section 1.1, *et seq.*; the requirements of said Department pursuant to said regulations; and Executive Order 11063 to the end that, in accordance with that Act, the regulations and requirements of said Department thereunder and said Executive Order, no person in the United States shall, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, or be denied the benefits of, the Housing Assistance Payments Program, or be otherwise subjected to discrimination. This provision is included pursuant to the regulations of the Department of Housing and Urban Development, 24 CFR, Subtitle A, Part 1, Section 1.1, *et seq.*; issued under Title VI of the said Civil Rights Act of 1964, and the requirements of said Department pursuant to said regulations; and the obligation of Owner to comply therewith inures to the benefit of the Government, the said Department and Authority, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to compel compliance therewith by Owner.

(d) Owner shall comply with the provisions of Section 13 of the Act.

16. *Violation of Regulatory Agreement by Owner* ~~or Mortgagee~~. Upon violation of any of the provisions of this Regulatory Agreement by Owner ~~or Mortgagee~~ Authority may give written notice thereof to Owner ~~or Mortgagee~~, 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 thereto to Authority, be designated by Owner ~~or Mortgagee~~ 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 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:

(a) Declare the whole of the indebtedness under the Mortgage Note immediately due and payable and then proceed with the rights and remedies set forth in the Mortgage;

(b) Collect all rents and charges in connection with the operation of the Development and use such collections to pay ~~Mortgagee's~~ and Owner's obligations under this Regulatory Agreement and under the Mortgage Note and Mortgage and the necessary expenses of preserving and operating the Development;

(c) Take possession of the Development, bring any action necessary to enforce any rights of Owner ~~or Mortgagee~~ growing out of the operation of the Development and operate the Development in accordance with the terms of this Regulatory Agreement until such time as Authority, in its sole discretion, determines that Owner is again in a position to operate the Development in

Mortgagor B n
Owner B n
Authority AMC

accordance with the terms of this Regulatory Agreement and in compliance with the requirements of the Mortgage Note and Mortgage;

(d) 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 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, since the injury to Authority arising from a default under any of the terms of this Regulatory Agreement would be irreparable and the amount of damage would be difficult to ascertain.

17. *Assignment of Rents for Security.* As security for the payments due under this Regulatory Agreement for the Reserve Fund for Replacements, and as security for the other obligations under this Regulatory Agreement, Owner ~~and Mortgage~~ ^{expressly} assigns, pledges and mortgages to Authority ~~its~~ ^{its} rights to the rents, profits, income and charges of whatever sort which ~~it~~ ^{it} may receive or be entitled to receive from the operation of the Development, subject, however, to any assignments of rents to further secure the Mortgage Note. Until a default is declared under this Regulatory Agreement, however, permission is granted to Owner to collect and retain under the provisions of this Regulatory Agreement such rents, profits, income and charges, but upon default this permission is terminated as to all such funds due or collected thereafter.

18. *Applications of Income Earned Prior to the Issuance of a Completion Certificate.* The rents and any other receipts accrued or received by the Development prior to the issuance of a Completion Certificate, as defined in the Construction Contract referred to in the Building Loan Agreement (hereinafter referred to as "Interim Income") may be applied by ~~Mortgage~~ ^{Owner} for purposes approved in writing by an authorized officer of Authority.

19. *Order of Application of Funds and Other Proceeds.* Fire and extended coverage insurance proceeds shall be applied in the manner specified in the Mortgage. Proceeds from any taking by or sale to (under threat of condemnation) any entity having the power of condemnation shall be applied in the manner specified in the Mortgage. Except where otherwise expressly provided in this Regulatory Agreement or the Mortgage, all costs pertaining to the Development (except the costs paid out of the Mortgage Loan) shall be paid out of the following sources in the following order:

- (a) The rents and other operating income of the Development;
- (b) The sum deposited pursuant to paragraph 6(b) in the Residual Receipts (for appropriate purposes as approved by Authority);
- (c) The appropriate irrevocable letters of credit;
- (d) The sum deposited pursuant to paragraph 6(a) in the Reserve Fund for Replacements (for appropriate purposes as approved by Authority);
- (e) The sum deposited pursuant to paragraph 6(c) in the Development Cost Escrow Fund subsequent to Final Closing Date (for appropriate purposes as approved by Authority).

20. *Definitions.* As used in this Regulatory Agreement, the term:

- (a) "Construction Loan Period" means the period which commences on the date of this Regulatory Agreement and terminates on the Final Closing Date;
- (b) "Cost of the Development" means costs and expenses of the Development recommended and approved by Authority, including construction or rehabilitation costs, including job overhead, builder's and sponsor's profit and risk fee, architectural, engineering, legal and accounting costs, organizational expenses, the Construction Loan fee, the Authority monthly service fee, land value, interest and financing charges paid during construction, the cost of landscaping and off-site improvements, and the Development Cost Escrow Fund, whether or not such costs have been paid in cash or in a form other than cash.
- (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 10(1) hereof, and excluding payment for reasonable expenses incident to the operation and maintenance of the Development.
- (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 in the Commitment, as such estimated Cost of the Development may be altered from time to time pursuant to changes in the Plans and Specifications or orders for extra work approved by an authorized officer of Authority; provided, however, Equity in the Development shall not be increased in the case of an approved change or order resulting from negligence, as determined by Authority, on the part of Owner, or Owner's design architect, supervising architect, ^{if applicable,} general contractor or any other professional or consultant, engaged by or on behalf of Owner, ^{may, in its discretion,} On the Final Closing Date, Authority ~~shall~~ ^{may, in its discretion,} pursuant to regulations adopted by it, establish the Equity in the Development and, for purposes of paragraph 10(1) of this Regulatory Agreement, that figure shall remain constant until the Mortgage is satisfied.
- (e) "Final Closing Date" means the date the requirements of Paragraph 23 of the Building Loan Agreement have been satisfied.

(f) "HUD" means the United States Department of Housing and Urban Development.

(g) "Initial Closing Date" means the date when all initial closing documents, as required by Authority, have been submitted to Authority in form approved by Authority and Authority's counsel.

(h) "Residual Receipts" means any cash remaining at the end of an annual fiscal period after deducting from Surplus Cash the amount of all Distributions, as that term is defined in paragraph 20(c) and as limited by paragraph 10(1) hereof.

(i) "Surplus Cash" means the part of the gross operating income (including rent insurance proceeds, but not including fire or other insurance proceeds, condemnation proceeds, and loan proceeds) of the Development (a security deposit shall not be deemed part of the gross operating income unless and until it unequivocally becomes the property of Mortgagee or Owner, free of any claim of any person claiming as or through the tenant who had deposited such security) remaining as of the end of each fiscal year of the Development after payment of or the reservation of funds for the payment of (in the following order) the following:

(1) All sums due or currently required to be paid during such fiscal year under the terms of the Mortgage Note or Mortgage;

(2) All sums required to be deposited during such fiscal year pursuant to paragraph 6(a) in the Reserve Fund for Replacements;

(3) All other costs pertaining to the operation of the Development during such fiscal year including, specifically, but not exclusively, reasonable costs of renting, managing, repairing and maintaining the Development;

(4) Promissory notes executed and delivered by Owner in consideration of funds loaned to Owner during such fiscal year or prior fiscal years for the payment of costs described in items (1), (2) and (3) above; provided, however, no such promissory note or interest thereon shall be paid without the prior written approval of an authorized officer of Authority;

all as reflected on audited financial statements for the Development for each such fiscal year.

21. *Covenants Running with Land.* The covenants and agreements herein set forth shall be deemed to run with the land herein described so long as the Mortgage on the Development is in effect and shall be deemed to bind any future purchasers of the Development or any part thereof.

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

23. *Execution of Conflicting Documents.* Owner and Mortgagee warrants that ^{it has} they have not, and shall not, execute any other agreement with provisions contradictory, or in opposition, to the provisions hereof, and that, in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith; except that to the extent this Regulatory Agreement conflicts with any provisions or requirements set forth in the Mortgage, or Mortgage Note, or with respect to the Owner's obligations under the Agreement or the Contract, the Mortgage, Mortgage Note, Agreement and the Contract shall prevail and control.

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

25. *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, provided that Owner and Mortgagee may not assign this Regulatory Agreement or any of their obligations hereunder without the prior written approval of Authority.

26. *Gender.* The use of the plural in this Regulatory Agreement shall include the singular; the singular the plural; and the use of any gender shall be deemed to include all genders.

27. *Recording Agreement.* Owner agrees and assumes the obligation to have this Regulatory Agreement recorded or registered, as the case may be, in the appropriate land records in the jurisdiction in which the Development herein described is situated and in the event of failure to do so, it is agreed that Authority may have the same recorded at the expense of Owner.

28. *Election of Authority's Remedies.* Authority's remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor foreclose the exercise of Authority's other remedies.

29. *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.

30. *Captions.* The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of the Regulatory Agreement.

31. *Disputes.* Any disputes concerning the scope and effect of this Agreement shall be decided by Authority.

officer, director or member

32. **Limitation on Liability.** No ~~partner~~ ^{officer, director or member} of Owner shall be held to any personal liability, nor shall resort be had to his, her or its private property for satisfaction of any obligation or claim arising out of this Regulatory Agreement, it being understood and agreed that only the assets of Owner shall be liable and subject to levy or execution on account of any liability of Owner arising hereunder. A deficit capital account of a ~~partner~~ ^{officer, director or member} in Owner shall not be deemed to be an asset or property of Owner.

33. **Notices.** The following are addresses for notices hereunder:

Mortgagor:

Attention: _____

Owner:

Highland Park Housing Association

c/o Sonnenschein Carlin Nath & Rosenthal

8000 Sears Tower, Chicago, Illinois 60606

Attention: Bernard Nath

Authority:

Illinois Housing Development Authority
201 North Wells Street
Chicago, Illinois 60606

Attention: Director

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

~~not personally known to me as Trustee under a Trust Agreement dated _____, 19xx, and known as Trust No. _____~~

Attest:

Barbara Witty
Barbara Witty, Secretary

By: _____

Highland Park Housing Association

By: Bernard Nath
Bernard Nath, President ("Owner")

By: _____

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: Irving M. Glueck

Attest:

[Signature]

STATE OF ILLINOIS }
COUNTY OF COOK } ss:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Bernard Nath, personally known to me to be the President of Highland Park Housing Association, an Illinois not for profit corporation and Barbara Witty, personally known to me to be the Secretary of said corporation, 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 capacities as President and Secretary of said corporation, ~~as Trustee under a Trust Agreement dated _____, 19____, and known as Trust No. _____~~ as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of August, 1976

Carol C. Heseltine
Notary Public

STATE OF ILLINOIS }
COUNTY OF _____ } ss:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be a General Partner of _____, an Illinois Limited Partnership, and _____, personally known to me to be the same person whose name is subscribed to the foregoing Regulatory Agreement, appeared before me this day in person and acknowledged that he signed and delivered the said Regulatory Agreement, in his capacity as General Partner of _____, as his free and voluntary act and as the free and voluntary act and deed of _____, for the uses and purposes therein set forth.

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

Notary Public

STATE OF ILLINOIS }
COUNTY OF _____ } ss:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Illinois Housing Development Authority, and _____, personally known to me to be the _____ 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, appeared before me this day in person and acknowledged that they signed and delivered the said Regulatory Agreement, in their respective capacities as _____ and _____ 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.

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

Notary Public

Exhibits A through D are attached to the counterpart originals held by Illinois Housing Development Authority and Highland Park Housing Association.

B 2
JLH

SCHEDULE "A"

That certain leasehold estate created under and by virtue of that certain indenture of lease dated August 25, 1976 entered into by and between City of Highland Park, a municipal corporation, as Lessor, and Highland Park Housing Association, an Illinois not for profit corporation, as Lessee, which indenture of lease was recorded in the Office of the Recorder of Deeds of Lake County, Illinois on _____, 1976 as document number _____ under the terms of which indenture of lease the Lessor demised to the Lessee for a term of 45 years commencing August 25, 1976 and ending August 24, 2021 the following described premises situated in the City of Highland Park, Lake County, Illinois, known by legal description as follows to wit:

Lots 9, 10 and 11 in Block 23 in the City of Highland Park, being a Subdivision of fractional Sections 23 and 24 and part of fractional Section 14, Township 43 North, Range 12, East of the 3rd P.M., according to the plat thereof, recorded May 7, 1869, in Book "A" of Plats, page 2, in Lake County, Illinois.

which said leasehold estate is referred to in the instrument to which this Schedule is attached as the "Real Estate."

B7
JMB

MORTGAGE

THIS MORTGAGE, dated the 25th day of August, 1976, by Highland Park Housing Association, an Illinois not for profit corporation, lessee under ground lease dated August 25, 1976, ~~not personally but solely as Trustor under a Trust Agreement entered into between the "Trust Agreement"~~ ~~dated~~ ~~1976~~ ~~and~~ ~~between~~ ~~Trust No.~~ ~~_____~~ (hereinafter referred to as "Mortgagor"), to the ILLINOIS HOUSING DEVELOPMENT 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") having its principal office at 201 North Wells Street, City of Chicago, County of Cook and State of Illinois (hereinafter referred to as "Mortgagee");

WITNESSETH:

WHEREAS, Mortgagee has agreed to make a loan to Mortgagor (hereinafter referred to as the "Mortgage Loan") of a sum of money (to be used with such other monies, if any, paid by Mortgagor) for the acquisition, construction or rehabilitation, development and/or permanent financing of the real property legally described in the schedule attached hereto as Schedule "A" and by this reference made a part hereof (hereinafter referred to as the "Real Estate"), (which acquisition, construction or rehabilitation, development and/or permanent financing of the Real Estate is hereinafter referred to as the "Development"), which sum of money shall not be in excess of One Million Seven Hundred Twenty Thousand and 00/100

_____ Dollars (\$ 1,720,000.00 or ninety percent (90%) of the total Cost of the Development as determined by Mortgagee (whichever is less); and

WHEREAS, to provide for the issuance of Multi-Family Housing Bonds (hereinafter referred to as the "Bonds"), in order to obtain from time to time monies with which, among other things, to make mortgage loans, Mortgagee has adopted on February 26, 1975, its Multi-Family Housing Bond Resolution (which resolution, as amended and supplemented from time to time, is hereinafter referred to as the "Bond Resolution"), and proposes to adopt one or more resolutions authorizing the issuance of Multi-Family Housing Bond Anticipation Notes (hereinafter referred to as the "Notes") for the same purpose; and

WHEREAS, for the purposes of this Mortgage, the monies borrowed by Mortgagee through the issuance of Bonds for the purposes described in Section 202(3)(b) of the Bond Resolution and Notes issued in connection with the Development and the financing thereof, and the interest and the service fee set forth in the Mortgage Note and other costs and expenses of Mortgagor, attributable to Mortgagor as determined by Mortgagee, pursuant to the Mortgage Note and the Bond Resolution, shall constitute a part of, and be included in, the computation of the Mortgage Debt; and

WHEREAS, contemporaneously with the execution and delivery hereof, Mortgagor has executed and delivered to Mortgagee its mortgage note (herein referred to as the "Mortgage Note"), of even date herewith, as evidence of its indebtedness to Mortgagee in the principal sum of One Million Seven Hundred Twenty Thousand and 00/100

 Dollars (\$1,720,000.00), or so much thereof as may hereafter be advanced upon the Mortgage Loan to Mortgagor by Mortgagee and as may represent the principal of Bonds and Notes (excluding Bonds and Notes funded or refunded by subsequent issues of Bonds or Notes) issued or to be issued by Mortgagee for the purpose of obtaining funds with which it will make this Mortgage Loan, with interest thereon at the rates and payable at the times and in the manner as specified in the Mortgage Note; and

WHEREAS, contemporaneously with the execution and delivery hereof, Mortgagor and ~~Mortgagee~~ ^{has} executed and delivered to Mortgagee, among other things, the Building Loan Agreement (hereinafter referred to as the "Building Loan Agreement") and the Regulatory Agreement (hereinafter referred to as the "Regulatory Agreement") for the Development; and

WHEREAS, contemporaneously with the execution and delivery hereof, ~~Owner~~ Mortgagor has executed and delivered to Mortgagee the Agreement to Enter into Housing Assistance Payments Contract (hereinafter referred to as the "Agreement") and the Agreement to Enter into Pledge Agreement ("Agreement to Pledge") for the Development; and

WHEREAS, under the terms and provisions of the Agreement and the Agreement to Pledge, upon completion of the Development, ~~CORP~~^{Corrigan} is obligated to execute and deliver to Mortgagee the Housing Assistance Payments Contract (hereinafter referred to as the "Contract") referred to in the Agreement and the Pledge Agreement (hereinafter referred to as "Pledge Agreement") referred to in the Agreement to Pledge for the Development;

Now THEREFORE, THIS INDENTURE OF MORTGAGE WITNESSETH, that to secure the payment of
(i) an indebtedness in the principal sum of One Million Seven Hundred Twenty Thousand
and 00/100

Dollars (\$1,720,000.00) lawful money of the United States of America, or so much thereof as may

Mortgagor

hereafter be advanced under the Mortgage Loan to Mortgagor by Mortgagee and as may represent the principal of Bonds and Notes (excluding Bonds and Notes funded or refunded by subsequent issues of Bonds and Notes) issued or to be issued by Mortgagee for the purpose of obtaining funds with which it will make the Mortgage Loan, (ii) Bonds issued for the purposes described in Section 202(3)(b) of the Bond Resolution and Notes issued in connection with the Development and the financing thereof, and (iii) the interest, additional interest and service fee set forth in the Mortgage Note and other costs and expenses of Mortgagor, attributable to Mortgagor as determined by Mortgagee, pursuant to the Mortgage Note and the Bond Resolution (all of which payments are set forth in greater particularity and detail in the Mortgage Note and as to which said Mortgage Note shall control and prevail), such payments to be made all at the rates, times, manner and place specified and set forth in the Mortgage Note (said payments hereinafter collectively referred to as the "Mortgage Debt"); and to secure the performance and observance of all of the provisions of this Mortgage, the Mortgage Note, the Building Loan Agreement, the Regulatory Agreement, the Agreement, the Agreement to Pledge, the Pledge Agreement and the Contract, Mortgagee mortgages to Mortgagee the Real Estate;

Together with all right, title, equity and interest of Mortgagor, if any, of, in, and to beds of the streets, roads, avenues, lanes, alleys, passages and ways, and any easements, rights, liberties, hereditaments and appurtenances whatsoever belonging to, on, over, below, or adjoining the Real Estate;

Together also with any and all award and awards heretofore made and hereafter to be made by any municipal, federal, state entity, or any other entity having the power of eminent domain, to the present and all subsequent owners of the Real Estate, including any award or awards for any change or changes of grade of streets affecting said premises, which said award and awards are hereby assigned to Mortgagee as additional security for the Mortgage Debt, and to the legal successors and assigns of Mortgagee;

Together with any and all structures, buildings and improvements and replacements thereof and additions thereto, now or at any time hereafter constructed, erected, installed or placed in or upon the Real Estate and any and all fixtures, fittings, appliances, apparatus, equipment, machinery, chattels, and articles of personal property, including, but not limited to, steam and hot water boilers, pipes, radiators, bath tubs, water closets, refrigerators, gas and electrical fixtures, ranges and replacements thereof, now or at any time hereafter affixed to, attached to, placed upon, or used, or stored on or off the site, or in any way connected with the complete and comfortable use, enjoyment, occupancy or operation of the physical plant of the Real Estate (except only removable trade fixtures and personal effects owned or possessed by tenants who occupy the Real Estate), all of which Mortgagor hereby declares and agrees shall be and remain and constitute a portion of the security for the Mortgage Debt and a part of the Real Estate covered by and subject to the lien of this Mortgage. If the lien of this Mortgage be subject at any time to a security instrument or security interest under the Illinois Uniform Commercial Code, Chapter 26, Section 1-101, *et seq.*, Illinois Revised Statutes (hereinafter referred to as "UCC") covering any personal property, all the right, title, equity and interest of Mortgagor in and to any and all such personal property, together with the benefits of any deposits or payments made thereon by Mortgagor or its successors or assigns, shall nevertheless be and are hereby assigned to Mortgagee, its successors or assigns, and are covered by and subject to the lien of this Mortgage; and Mortgagor shall promptly on request of Mortgagee procure the discharge of any such security instruments or security interests under the UCC so that this Mortgage shall at all times constitute a first and superior lien on all of such personal property.

This Mortgage, duly executed by the appropriate officers of Mortgagor, includes the following covenants, terms and provisions:

1. All of the foregoing recitals are made a part hereof.
2. Mortgagor shall pay the Mortgage Debt secured hereby, as hereinbefore provided, and according to the Mortgage Note bearing even date herewith, to-wit:

(a) From the time of the initial issuance of funds to Mortgagor, derived from Notes or Bonds issued by Mortgagee, until the Principal Payment Date, as defined herein, Mortgagor agrees to pay monthly to Mortgagee: (i) interest on the principal sum of amounts advanced to Mortgagor from time to time at an annual percentage rate which shall be equal to the net interest cost Mortgagee is required to pay on the Notes or Bonds issued or refunded by Mortgagee to obtain the funds with which to make the aforesaid Mortgage Loan to Mortgagor, which annual percentage rate shall be the rate shown on the schedule attached to the Mortgage Note, which schedule may be amended from time to time by Mortgagee upon the issuance or refunding of Notes or Bonds by Mortgagee to obtain funds with which to make the Mortgage Loan (said schedule, as amended from time to time, is hereinafter referred to as "Schedule 1"); and (ii) as additional interest, the interest expense as Mortgagee is required to pay on Notes or Bonds issued or refunded by Mortgagee to obtain funds with which to make the Mortgage Loan and not yet advanced to Mortgagor from time to time, to the extent that investment earnings on such unadvanced amounts are not sufficient to cover such interest, which additional interest shall be computed at the end of each month by Mortgagee and billed periodically to Mortgagor, as follows: in the event interest expense (as determined by Mortgagee) which Mortgagee is required to pay on such Notes or Bonds then outstanding exceeds the net investment earnings (as determined by Mortgagee) then in such case Mortgagor shall pay to Mortgagee the difference between such interest expense and net investment earnings.

(b) At the time of the initial issuance of funds to Mortgagor, Mortgagor agrees to pay to Mortgagee a development loan fee at the percentage rate of the total principal sum of the Mortgage Note as set forth in Schedule 1 of the Mortgage Note, which fee shall be used for Mortgagee's expenses in connection with the processing and application of the Mortgage Loan, certain costs and expenses of Mortgagee incurred in connection with the authorization, issuance, sale and delivery of its Notes and Bonds, and other operating and administrative expenses of Mortgagee.

(c) Unless Mortgagee has issued Bonds in connection with the Development, commencing on the Principal Payment Date, Mortgagor agrees to pay to Mortgagee sums which will represent a monthly principal amount determined by Mortgagee and a monthly interest payment on the Notes outstanding to obtain funds with which to make the Mortgage Loan. In the event that Mortgagee has issued Bonds in connection with the Development prior to the Principal Payment Date, the provisions of subparagraph (f) hereof shall govern.

(d) At the date of the issuance of Bonds, Mortgagee shall use any unapplied funds from payments made pursuant to subparagraph (c) above to retire indebtedness owed under any of its Notes then outstanding which were issued in connection with the Development and shall apply to the remainder of the Notes outstanding the Bond proceeds. Upon issuance of Bonds, the principal balance of the Mortgage Loan shall be reduced by the amount of said unapplied funds from payments made pursuant to subparagraph (c) above.

(e) On the first day of the month after the initial issuance of funds to Mortgagor, and on the first day of each month thereafter as scheduled by Mortgagee, Mortgagor will pay to Mortgagee a service fee equal to one-twelfth (1/12) of the service fee annual percentage rate shown on Schedule 1 of the Mortgage Note of the total principal sum of the Mortgage Note and such other amounts, which when added to the aforesaid service fee shall not exceed the maximum percentage rate permitted by law or applicable federal regulations of the total principal sum of the Mortgage Note, as Mortgagee, in its sole discretion, shall determine to be sufficient, together with other funds available for such purposes under the provisions of the Bond Resolution, to pay the costs and expenses of Mortgagee attributable to Mortgagor as determined by Mortgagee pursuant to said Bond Resolution.

(f) Notwithstanding any other provision contained in the Mortgage Note, the Mortgage Note secures and Mortgagor agrees to pay the principal and interest due on Bonds, to the extent not collected pursuant to the foregoing subparagraphs (a) through (e) hereof, at such times and in such amounts as shall be required by Mortgagee to pay Mortgagor's proportionate share of the Bonds issued or refunded by Mortgagee for the purposes described in Section 202(3)(b) of the Bond Resolution, as such principal and interest becomes due and payable.

(g) Mortgagor shall collect rent surcharges in accordance with the rules and regulations of Mortgagee and schedules established from time to time by Mortgagee and shall use or transfer such rent surcharges in accordance with directions of Mortgagee.

(h) In the event Mortgagor shall fail to make any monthly payment due hereunder to Mortgagee within fifteen (15) days after the due date thereof, Mortgagee may, at its option and without limitation upon any other right or remedy which Mortgagee may have, impose a late charge upon Mortgagor in an amount not exceeding two percent (2%) of said monthly payment; provided, however, so long as the Development shall be receiving the benefits of housing subsidy payments from the United States Department of Housing and Urban Development (hereinafter referred to as "HUD"), such late charge shall be calculated on the amount of said monthly payment exclusive of any portion thereof payable directly or indirectly by HUD.

3. Mortgagor agrees to pay all monies required to be paid hereunder at the principal office of Mortgagee, or at such other place or places as Mortgagee may designate to Mortgagor in writing, from time to time, in any coin or currency of the United States of America which, on the respective dates of payments thereof, shall be legal tender for the payment of public and private debts.

4. Mortgagor will not attach to or incorporate into the Development any personal property which is subject to a security interest of anyone other than Mortgagee under the UCC.

5. That from and after the date on which Notes or Bonds are issued for the purpose of obtaining funds with which to make this Mortgage Loan, Mortgagor will not make any Mortgage prepayments or Mortgage repayments more than sixty (60) days in advance of the dates scheduled for redemption or repayment of the Notes or Bonds issued by Mortgagee for the purpose of obtaining funds with which to make this Mortgage Loan; provided, however, that Mortgagor, at any time after twenty (20) years from the Principal Payment Date, may make a Mortgage prepayment which shall be in an amount equal to the aggregate of: (a) the principal amount of this Mortgage remaining unpaid, (b) Mortgagor's proportionate share remaining unpaid of the principal amount of the Bonds of the Series issued for the purpose of paying financing costs and making deposits in the Debt Service Reserve Fund, Cost of Issuance Account or Capitalized Interest Account, pursuant to Section 917 of the Bond Resolution, (c) the interest to accrue on all Bonds and Notes of Mortgagee to be paid or redeemed by Mortgagee upon the making of such Mortgage prepayment to the date of redemption or payment not previously paid by Mortgagor, (d) the redemption premium or proportionate share of Notes issued for the purpose of paying financing costs and making deposits in funds or accounts required for the applicable note resolution and remaining unpaid, if any, on the Notes to be redeemed, and (e) the costs

and expenses of Mortgagee in effecting the redemption of the Bonds and Notes so to be redeemed, less the amount of monies available under the provisions of the Bond Resolution for application to the redemption of the Bonds to be redeemed, as determined by Mortgagee; provided, however, that in the event the Bonds issued to provide the funds with which Mortgagee made this Mortgage Loan have been refunded and the refunding bonds issued for the purpose of refunding such original Bonds were issued in a principal amount of this Mortgage remaining unpaid at the date of such refunding issue, the amount which Mortgagor shall be obligated to pay under item (a) above shall be the principal amount of such refunding bonds then outstanding.

6. Mortgagor has heretofore provided, or will provide in a manner satisfactory to Mortgagee, payment of a sum equal to the difference between the estimated Cost of the Development, as determined from time to time by Mortgagee, and the amount of this Mortgage Loan.

7. Mortgagor will not sell, lease or otherwise encumber the Development, except that: (a) Mortgagor, with approval of Mortgagee confirmed in writing by an authorized officer of Mortgagee, as defined in Section 103 of the Bond Resolution (hereinafter referred to as "Authorized Officer"), may 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 the Real Estate or the Development, as determined by Mortgagee and confirmed in writing by an Authorized Officer, (b) when and to the extent authorized by law, Mortgagor, with approval of Mortgagee confirmed in writing by an Authorized officer, may lease the Development or a portion thereof to a third party for the purposes of operation, such lease to be subject to all of the terms, provisions and limitations of this Mortgage relating to the Development, (c) Mortgagor, with approval of Mortgagee confirmed in writing by an Authorized Officer, may sell or exchange any portion of the Real Estate and the buildings, structures, improvements and fixtures thereon, if any, not required for the Development, provided that the proceeds derived by Mortgagor from the sale of any such Real Estate and improvements shall be paid over to Mortgagee for such use and application as Mortgagee, in its sole discretion, shall determine under the provisions of the Bond Resolution, and (d) Mortgagor may be permitted to sell the Development, with approval of Mortgagee confirmed in writing by an Authorized Officer, which successor mortgagor shall assume this Mortgage. Upon conveyance of the Development to, and assumption of this Mortgage by, a successor mortgagor, in accordance with the above provision relating thereto, Mortgagee may, in its sole discretion, release Mortgagor from its obligations under this Mortgage.

8. Mortgagor, beginning on the first day of the month following the Initial Closing Date, as hereinafter defined, or such other date as Mortgagee designates in writing, and on the first day of each month thereafter, shall make monthly deposits of the estimated annual charges, as determined by Mortgagee, in its sole discretion, for real estate taxes, assessments, water rates, sewer, gas or electric charges, insurance premiums, and such reserves as are required by Mortgagee, in an account designated by and under the control, direction and supervision of Mortgagee.

9. Mortgagor will cause the buildings, fixtures and articles of personal property on the Real Estate to be fully insured against loss by fire and against loss by other hazards as may be required by Mortgagee for the benefit of Mortgagee. Such insurance shall be written by companies, in amounts and in form satisfactory to Mortgagee, including a standard mortgagee loss payable clause or endorsement, and Mortgagor shall assign and deliver the policies to Mortgagee, and shall reimburse Mortgagee for any premiums paid for insurance procured by Mortgagee or deemed necessary by Mortgagee. This provision, as to each type of insurance required by Mortgagee hereunder, shall be construed in accordance with the applicable provisions of Illinois law with the same force and effect as though the contents thereof were herein incorporated.

(a) If the Development is damaged or destroyed by any cause covered by the aforesaid insurance policies, and if the Development, when repaired or restored, will produce sufficient income to meet the then existing obligations of Mortgagor under this Mortgage and the Mortgage Note, said insurance proceeds shall be deposited by Mortgagor with Mortgagee in an account designated by and under the control, direction and supervision of Mortgagee and shall be applied first toward the cost of repairing or restoring the Development, and the balance, if any, of the insurance proceeds shall be applied for the benefit of the Development in a manner approved by Mortgagee.

(b) If the Development is damaged or destroyed by any cause covered by the aforesaid insurance policies, and if the Development, when repaired or restored, will not produce sufficient income to meet the then existing obligations of Mortgagor under this Mortgage and the Mortgage Note, said insurance proceeds shall be deposited by Mortgagor with Mortgagee in an account designated by and under the control, direction and supervision of Mortgagee and shall be applied, in the sole discretion of Mortgagee, either toward the cost of repairing or restoring the Development, or toward satisfaction of the Mortgage Note. The balance, if any, of the insurance proceeds shall be applied for the benefit of the Development in a manner approved by Mortgagee.

10. Mortgagor shall maintain the building and improvements on the Real Estate upon completion in a rentable and tenantable state of repair, and after the completion thereof, no building on the Real Estate shall be removed, demolished or substantially altered, nor (except where appropriate replacements free of superior title, liens and claims immediately are made of value at least equal to the value of the fixtures or equipment or articles of personal property removed) shall any fixtures or equipment or

articles of personal property covered by this Mortgage be removed without approval of Mortgagee confirmed in writing by an Authorized Officer, nor shall Mortgagor commit any waste on the Real Estate or make any change in the use of the Real Estate which will in any way increase any fire or other hazard arising out of construction or operation.

11. Mortgagor shall pay when due all real estate taxes, assessments, water rates, sewer, gas or electric charges, insurance premiums and any imposition or lien on the Real Estate, and in default thereof Mortgagee may pay the same. The sum or sums so paid by Mortgagee shall be added to the Mortgage Debt and shall bear interest at the highest legal rate then in effect. Mortgagee shall have the right to declare immediately due and payable any amount paid by it for any such real estate tax, assessment, water rate, sewer, gas or electric charge, insurance premium or imposition or lien, whether or not the same shall have priority over this Mortgage, and to foreclose for such amount or for any unpaid installment of principal or interest, subject to the continuing lien of this Mortgage for the balance of this Mortgage Debt not then due, but Mortgagor shall continue to be liable for the payment of the entire Mortgage Debt, or so much thereof as shall have been advanced until it has been paid in full.

12. Mortgagor, within three (3) days from the date of verbal request in person of an Authorized Officer or a duly authorized representative, confirmed in writing, or within five (5) days from the postmark of a written request by an Authorized Officer deposited in the United States Mail, postage prepaid, and addressed to Mortgagor, shall furnish a written statement duly acknowledged of the amount advanced to it under this Mortgage, and/or the amount due on this Mortgage, and whether any offsets or defenses exist against the Mortgage Debt.

13. If any action or proceeding be commenced, except an action to foreclose this Mortgage or to collect this Mortgage Debt, to which action or proceeding Mortgagee is made a party, or in which it becomes necessary to defend or uphold a lien of this Mortgage, all reasonable sums paid by Mortgagee in litigation expense to establish or defend the rights and lien of this Mortgage, including reasonable attorneys' fees and costs and allowances, shall be paid by Mortgagor, together with interest at the highest legal rate then in effect, and any such sum or sums and the interest thereon shall be a further lien on the Real Estate and secured by this Mortgage. Notwithstanding this paragraph 13, in any action or proceeding to foreclose this Mortgage, or to recover or collect the Mortgage Debt, the provisions of law and of paragraph 14 hereof respecting the recovery of costs, disbursements and allowances shall prevail over this paragraph 13.

14. In the event this Mortgage and the Mortgage Note which it secures shall be in default and are placed in the hands of an attorney for the collection of any such payment thereunder or for the enforcement of any of the terms, covenants and conditions thereof, Mortgagor agrees to pay all costs of collection, including reasonable attorneys' fees, incurred by Mortgagee, either with or without the institution of an action or proceeding, and in addition thereto all costs, disbursements and allowances provided by law. All such costs so incurred shall be deemed to be secured by this Mortgage and collectable in any manner permitted by law or by this Mortgage.

15. Mortgagor will not, without first obtaining approval of Mortgagee confirmed in writing by an Authorized Officer, assign or attempt to assign the rents or any part thereof from the Development, nor consent to the cancellation or surrender of any lease of the Real Estate or of any part thereof, now existing or hereafter to be made, having an unexpired term of two (2) years or more; nor modify any such lease so as to shorten the unexpired term thereof, or so as to decrease the amount of the rent payable thereunder; nor in any other manner impair or threaten to impair the value of the Real Estate or the Development or the security of Mortgagee for the payment of the Mortgage Debt.

16. From time to time whenever demand may be made therefor by Mortgagee, Mortgagor, within six (6) days from such demand, shall execute and deliver to Mortgagee in form and content satisfactory to it a security interest under the UCC covering the equipment, chattels, and personal property then or thereafter to be installed in, or used in connection with the operation of the physical plant of the Real Estate; and any delay, failure or refusal so to do shall constitute a default under this Mortgage; and all the equipment, chattels, and personal property aforesaid shall be and remain clear and unencumbered except by this Mortgage and such security interest under the UCC delivered to Mortgagee hereto are cumulative and given as additional security and shall not remove the equipment, chattels, or personal property from the lien of this Mortgage.

17. The whole of the Mortgage Debt shall immediately become due and payable at the option of Mortgagee, its successors and assigns, upon the happening of any one or more of the following events (each of which are hereinafter called an "Event of Default"):

(a) A default in the payment of any installment of the Mortgage Note on its due date, or a default in the payment of any real estate tax, assessment, water rate, sewer, gas or electric charge, insurance premium, any reserve required by Mortgagee, or any charge or imposition which may become a lien upon the Real Estate for ten (10) days after its due date;

(b) If after application for policies for the Development by Mortgagee to two (2) or more financially responsible casualty insurance companies lawfully doing business in the State of Illinois and issuing policies of fire or other hazard insurance in the place where the Real Estate is located, such companies refuse to issue such policies;

(c) Failure to exhibit to Mortgagee, within ten (10) days after demand made therefor, receipted bills, showing the payment of all real estate taxes, assessments, water rates, sewer, gas or electric charges, insurance premiums, or any charge or imposition which may have become a lien upon the Real Estate prior to the lien of this Mortgage;

(d) Failure to pay, within twenty (20) days after notice and demand, any real estate tax, assessment, water rate, sewer, gas or electric charge, or any charge or imposition heretofore or hereafter made, which is or may become a lien on the Real Estate prior to the lien of this Mortgage, notwithstanding the fact that the same may not be due and payable at the time of such notice and demand;

(e) Failure to pay the amounts secured by this Mortgage within thirty (30) days after notice and demand given by the holder hereof in the event of the passage after the date hereof or any law of the State of Illinois deducting from the value of the Real Estate for the purpose of taxation, any lien thereon, or changing in any way the laws for the taxation of mortgages, or of debts secured by mortgages, for state or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the Mortgage Note secured by this Mortgage or the holder thereof, or the Building Loan Agreement or the Regulatory Agreement;

(f) Failure on the part of Mortgagor or any owner of the Real Estate to maintain the Development on the Real Estate in a rentable and tenantable state of repair, after notice of the condition of the Development is given to Mortgagor or any other owner by Mortgagee or by any municipal entity claiming jurisdiction and Mortgagor or any other owner fails to comply in a reasonably prompt and diligent manner with any order of any municipal entity claiming jurisdiction of the Real Estate after the making of any such order; or failure on the part of Mortgagor or any other owner of the Real Estate, or of any tenant holding under Mortgagor, or any other owner, to comply with all or any of the statutes, requirements, orders or decrees of any federal, state or municipal entity relating to the use of the Real Estate, or of any part thereof;

(g) Failure to furnish Mortgagee, within sixty (60) days following the end of each fiscal year, a complete annual financial report based upon an examination of the books and records of Mortgagor, prepared in accordance with the requirements of Mortgagee, certified to by Mortgagor, and when required by Mortgagee, certified, at Mortgagor's expense, by an Illinois licensed certified public accountant, or other person acceptable to Mortgagee;

(h) Transfer of any funds from any operating or reserve account established for the Development for any purpose, which transfer or purpose has not been approved by Mortgagee in accordance with subparagraph (g) hereof;

(i) Failure to permit Mortgagee, its agents or representatives, at any and all reasonable times to make inspection of the Development, or to examine and make copies of the books and records of ~~Mortgagor~~ Mortgagor;

(j) If petition in bankruptcy be filed by or against Mortgagor, ~~XXXX~~ or any other owner of the Real Estate, or a receiver or trustee of the property of Mortgagor, ~~XXXX~~ or any other owner of the Real Estate be appointed, or if Mortgagor, ~~XXXX~~ or any other owner of the Real Estate makes an assignment for the benefit of creditors or be adjudged insolvent by any State or Federal court, except that in the case of an involuntary petition, action or proceeding for the adjudication as a bankrupt or for the appointment of a receiver or trustees of the property of Mortgagor, ~~XXXX~~ or any other owner of the Real Estate, not initiated by Mortgagor, ~~XXXX~~ or any other owner of the Real Estate, Mortgagor, ~~XXXX~~ or any other owner of the Real Estate shall have sixty (60) days after the service of such petition or the commencement of such action or proceeding, as the case may be, within which to obtain a dismissal of such petition, action or proceeding, provided that Mortgagor is not otherwise in default under the terms of this Mortgage, including, but not limited to, the payment of interest, principal and any other payments;

(k) A default of the performance or a breach of any of the other covenants or conditions contained in any of the provisions of this Mortgage for twenty (20) days; provided, however, in the event that such default or breach of such other covenants or conditions is not due to or caused by any act or failure to act of Mortgagor, ~~XXXX~~ or any other owner of the Real Estate, and if Mortgagor, ~~XXXX~~ or any other owner of the Real Estate has no knowledge, actual or constructive, of such default hereunder if any of them continues for twenty (20) days after notice thereof by Mortgagee to Mortgagor, ~~XXXX~~ or any other owner of the Real Estate;

(l) Failure to comply with the Act and any rules and regulations duly promulgated from time to time by Mortgagee;

(m) Failure to comply with the Building Loan Agreement and the Regulatory Agreement;

(n) Failure to comply with the Agreement, or the Agreement to Pledge, or, when executed, the Contract, or the Pledge Agreement.

18. To the extent hereinafter provided for in this paragraph, the rents, issues and profits of the Development are hereby specifically mortgaged, granted, pledged and assigned to Mortgagee as further security for the payment of the Mortgage Debt. Upon an Event of Default described in the preceding paragraph 17 hereof, the holder of the Mortgage Note and this Mortgage, as Attorney-in-Fact of

Mortgagor or the then owner of the Real Estate, shall thereupon be clothed with and shall possess all the powers, rights, remedies and authority of Mortgagor and of the then owner of the Real Estate, as the landlord of the said Real Estate, with power to institute mortgage foreclosure proceedings and power to eject or dispossess tenants and to rent or lease any portion or portions of the Real Estate, and the then owner of the Real Estate shall, on demand, surrender possession of the Real Estate to the holder of this Mortgage and the said holder may enter upon the Real Estate and rent or lease the same on any terms approved by it, and may collect all the rents therefrom which are due or become due, and may apply the same, after payment of all charges and expenses, including the making of repairs which in its judgment may be necessary, on account of the Mortgage Debt secured by this Mortgage; and said rents and all leases existing at the time of such Event of Default are hereby assigned to the holder of this Mortgage as further security for the payment of the Mortgage Debt. In the case of such an Event of Default, the holder of this Mortgage, by virtue of such right to possession or as the agent of the then owner of the Real Estate, may dispossess by legal proceedings or other legally available means any tenant defaulting in the payment to the holder of this Mortgage of any rent, and Mortgagor hereby irrevocably appoints the holder of this Mortgage its agent for such purposes. In the event that the then owner of the Real Estate is the occupant of any part of the Real Estate, such occupant agrees to surrender possession of the Real Estate to the holder of this Mortgage immediately upon any such Event of Default hereunder and, if such occupant remains in possession, the possession shall be as tenant of the holder of this Mortgage, and such occupant agrees to pay monthly in advance to the holder of this Mortgage a reasonable rent for the portion of the Real Estate so occupied, and in default of so doing, such occupant may also be dispossessed by the usual summary proceedings. Mortgagor makes these covenants for itself and ~~DEED~~ and for any subsequent owner of the Real Estate, and these covenants shall become effective immediately after the happening of any such Event of Default solely on the determination of the then holder of this Mortgage, who shall give notice of such determination to the then owner of the Real Estate. In the case of foreclosure or the appointment of a receiver of rents, the covenants herein contained shall inure to the benefit of such receiver.

19. The holder of this Mortgage, in any action to foreclose it, shall be entitled without notice and without regard to the adequacy of the security, to the appointment of a receiver.

20. In case of sale under foreclosure, the Real Estate may be sold in one (1) or more parcels.

21. Any notice and demand or request required or permitted may be, unless expressly otherwise provided herein, in writing and may be served in person or by mail.

22. The failure or delay of Mortgagee or any subsequent holder of the Mortgage Note and this Mortgage to assert in any one or more instances any of its rights hereunder shall not be deemed or construed a waiver of any such rights.

23. All covenants and conditions of this Mortgage other than those required by Illinois law shall be construed as affording to Mortgagee rights additional to, and not exclusive of, the rights conferred under the provisions of the Illinois law, including, but not limited to, the Illinois Mortgage and Foreclosure Act (Chapter 95, Section 23, *et seq.*, Illinois Revised Statutes).

24. Mortgagor covenants that it will receive the advances secured by this Mortgage and will hold the right to receive such advances as a trust fund to be applied only for the purpose of paying certified development costs, unless otherwise authorized in writing by Mortgagee.

25. If part of the Development is taken by or sold to any municipal, federal or state entity or any other entity having the power of eminent domain (under eminent domain proceedings or under bona fide threat of eminent domain proceedings), and in the event the remaining portion of the Development can be restored, in whole or in part, and the Development as so restored will produce sufficient income to meet the then existing obligations (after the reduction hereinafter described) of Mortgagor under this Mortgage and the Mortgage Note, all as determined by Mortgagee, the proceeds of such taking or sale, if sufficient for the purpose and to the extent necessary for the purpose, shall be made available to Mortgagor for such restoration. Such restoration shall be made in a manner approved by Mortgagee and such governmental entity as may then have jurisdiction. If as a result of such sale or taking, the rental income, thereafter receivable from the remaining portion of the Development, will be diminished, the periodic Mortgage payment of principal and interest shall be reduced to that amount which will amortize the then remaining unpaid balance of the Mortgage Debt (said unpaid balance reflecting the reduction resulting from the application of all or part of said proceeds toward prepayment of said Mortgage Debt) over the then remaining portion of the original term of the Mortgage Note in substantially equal payments. If the entire Development is taken by or sold to any municipal, federal or state entity or any other entity having the power of eminent domain (under eminent domain proceedings or under bona fide threat of eminent domain proceedings), the proceeds of such taking or sale shall be applied as hereinafter set forth in this paragraph 25. Mortgagor shall not approve or accept the amount of any such award or sale price without approval by Mortgagee of such amount confirmed in writing by an Authorized Officer. If Mortgagor does not diligently pursue any such actual or threatened eminent domain proceedings and competently attempts to obtain a proper settlement or award, Mortgagee, at Mortgagee's option, may take such steps, in the name of and in behalf of Mortgagor, as Mortgagee deems necessary to obtain such settlement or award, and Mortgagor shall execute such instruments as may be necessary to enable Mortgagee to represent Mortgagor in said proceedings. The proceeds of any such taking or sale shall first be applied toward payment of appraisers' fees, reasonable attorneys' fees, court costs and

other reasonable expenses incurred by Mortgagor or Mortgagee, as the case may be, in collecting such proceeds; next toward satisfaction of the Mortgage Debt; and the remainder, if any, to Mortgagor.

26. The term "Principal Payment Date" as used herein with respect to the Development shall mean the first day of the twentieth (20th) calendar month following the calendar month in which the Initial Closing Date on the Mortgage Loan occurs or such other date as approved by Mortgagee and approved in writing by an Authorized Officer; provided, however, such Principal Payment Date shall in no event be later than the first day of the thirty-sixth (36th) calendar month following the calendar month in which the Initial Closing Date on the Mortgage Loan occurs.

27. The term "Initial Closing Date" as used herein with respect to the Development shall mean the date when all initial closing documents as required by Mortgagee have been submitted to Mortgagee in form approved by Mortgagee and Mortgagee's counsel.

28. The term "Final Closing Date" as used herein with respect to the Development shall mean the date the requirements of Paragraph 23 of the Building Loan Agreement have been satisfied.

29. The term "Cost of the Development" as used herein with respect to the Development shall mean costs and expenses of the Development recommended and approved by Mortgagee, including construction or rehabilitation costs, including job overhead, builder's and sponsor's profit and risk fee, architectural, engineering, legal and accounting costs, organizational expenses, the Construction Loan fee, Mortgagee's monthly service fee, land value, interest and financing charges paid during construction, the cost of landscaping and off-site improvements, and the Development Cost Escrow Fund, whether or not such costs have been paid in cash or in a form other than cash.

30. This Mortgage, to the extent inconsistent with the Act, shall be governed by the Act, and the rights and obligations of the parties shall at all times be in conformance with the Act.

31. Mortgagee shall be entitled to monies equal in amount to all net income and increment from the investment of the proceeds of Bonds and Notes issued by Mortgagee for the purpose of obtaining funds with which to make this Mortgage Loan, and to use such monies in Mortgagee's discretion for any of Mortgagee's lawful purposes.

32. ~~This Mortgage is executed by Mortgagor, not personally but as Trustee as hereinafter in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Trustee hereby certifies that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said Mortgage Note contained shall be construed as creating any liability on Mortgagor or on any officer, director or member of Mortgagor~~ that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor and its successors and assigns personally are concerned, the legal holder or holders of said Mortgage Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Real Estate hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Mortgage Note provided. ~~or by action to enforce the personal liability of the guarantor, if any.~~

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~~and known as Trust No.~~
Highland Park Housing Association
By Bernard Nath
Bernard Nath, President

Attest:
Barbara Witty
Barbara Witty, Secretary

STATE OF ILLINOIS }
COUNTY OF Cook } ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Bernard Nath personally known to me to be the President of Highland Park Housing Association, an Illinois not for profit corporation and Barbara Witty personally known to me to be the Secretary of said corporation each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing Mortgage, appeared before me this day in person and acknowledged that they signed and delivered the said Mortgage, in their respective capacities as President and Secretary of said corporation ~~as Trustee under a Trust Agreement dated~~ ~~1976~~ ~~and known as Trust No.~~ as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of August, 19 76
Carol A. Heseltine
Notary Public

SCHEDULE "A"

That certain leasehold estate created under and by virtue of that certain indenture of lease dated August 25, 1976, entered into by and between City of Highland Park, a municipal corporation, as Lessor, and Highland Park Housing Association, an Illinois not for profit corporation, as Lessee, which indenture of lease was recorded in the Office of the Recorder of Deeds of Lake County, Illinois on _____, 1976 as document number _____ under the terms of which indenture of lease the Lessor demised to the Lessee for a term of 45 years commencing August 25, 1976 and ending August 24, 2021 the following described premises situated in the City of Highland Park, Lake County, Illinois, known by legal description as follows to wit:

Lots 9, 10 and 11 in Block 23 in the City of Highland Park, being a Subdivision of fractional Sections 23 and 24 and part of fractional Section 14, Township 43 North, Range 12, East of the 3rd P.M., according to the plat thereof, recorded May 7, 1869, in Book "A" of Plats, page 2, in Lake County, Illinois.

which said leasehold estate is referred to in the instrument to which this Schedule is attached as the "Real Estate."

B7

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Highland Park Housing Association, an Illinois not for profit corporation, lessee under ground lease dated August 25, 1976 ~~not personally but solely~~ ~~as Trustee under a Trust Agreement dated 19xx and known as Trust No. xxx~~

(hereinafter referred to as "Mortgagor") in order to secure an indebtedness in the principal sum of One Million Seven Hundred Twenty Thousand and 00/100 DOLLARS (\$1,720,000.00), executed a mortgage of even date herewith, mortgaging to the Illinois Housing

Development 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 (hereinafter referred to as "Mortgagee"), the real property described in the schedule attached hereto as Schedule "A" by this reference made a part hereof (hereinafter referred to as "Real Estate"); and

WHEREAS, Mortgagee is the holder of said mortgage and the note secured thereby,

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration for the mortgage loan, Mortgagor does hereby sell, assign, transfer and set over onto Mortgagee, its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the Real Estate, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed by Mortgagee under the power hereinafter granted, it being the intention hereby to establish an absolute transfer of assignment of all such leases and agreements and all the rents, avails, issues and profits thereunder unto Mortgagee, including any leases and agreements now existing upon the Real Estate.

Mortgagor does hereby irrevocably appoint Mortgagee, its agent for the management of the Real Estate, and does hereby authorize Mortgagee to let and re-let the Real Estate, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said Real Estate in its own name or in the name of Mortgagor as it may be necessary or expedient, and to make such repairs to the Real Estate as it may deem proper or advisable, and to do anything in or about the Real Estate that Mortgagor might do, hereby ratifying and confirming anything and everything that Mortgagee may do.

Mortgagor does hereby irrevocably authorize Mortgagee in its own name to collect all of said rents, avails, issues and profits arising or accruing at any time hereinafter and all now due or that may hereafter become due and to use such measures, legal or equitable, as in its discretion may be deemed necessary or proper to enforce the payment or the security or such rents, avails, issues and profits, or to secure and maintain possession of the Real Estate or any portion thereof.

It is understood and agreed that Mortgagee shall have the power to use and apply said rents, avails, issues and profits toward the payment of any present or future indebtedness, or liability of Mortgagor to Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Real Estate, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for said Real Estate or any part thereof, and for the expense of such attorneys, agents and servants as may be employed by the Mortgagee for such purposes.

It is further understood and agreed that this Assignment of Rents shall be binding upon and inure to the benefit of the successors and assigns of Mortgagor and Mortgagee, respectively and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of Mortgagor to Mortgagee shall have been paid in full, at which time this Assignment of Rents and the rights and powers granted hereunder shall terminate.

It is understood and agreed that Mortgagee shall not exercise its rights and powers under this Assignment of Rents until after default in the payment of principal and/or interest on the indebtedness secured by the aforesaid mortgage or until after a breach of any of Mortgagor's covenants set forth in said mortgage.

Failure of Mortgagee to exercise any right which it may exercise hereunder shall not be deemed a waiver by Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, Mortgagor, ~~not personally but solely as Trustee as aforesaid~~, has caused these presents to be duly executed by its authorized officers this 25th day of August, 1976

~~not personally but solely as Trustee under a Trust Agreement dated 19xx and known as Trust No. xxx~~

Highland Park Housing Association

By Bernard Nath
Bernard Nath, President

Attest:

Barbara Witty
Barbara Witty, Secretary

Mortgagor BH.

STATE OF ILLINOIS }
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that
~~Highland Park Housing Association, an Illinois not for~~
~~profit corporation~~ and ~~Barbara Witty~~, personally known to me to be the
 the Secretary of said corporation, each of whom are personally known to
 me to be the same persons whose names are subscribed to the foregoing Assignment of Rents, appeared
 before me this date and acknowledged that they signed and delivered the said Assignment of Rents in
 their respective capacities as President and Secretary of
said corporation ~~as Trustee under a Trust Agreement dated~~ ~~1976~~,
~~and known as Trust~~, as their free and voluntary act and as the free and voluntary
 act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and initial seal this 30th day of August 1976

Carol A. Heselton
Notary Public

SCHEDULE "A"

That certain leasehold estate created under and by virtue of that certain indenture of lease dated August 25, 1976 entered into by and between City of Highland Park, a municipal corporation, as Lessor, and Highland Park Housing Association, an Illinois not for profit corporation, as Lessee, which indenture of lease was recorded in the Office of the Recorder of Deeds of Lake County, Illinois on _____, 1976 as document number _____ under the terms of which indenture of lease the Lessor demised to the Lessee for a term of 45 years commencing August 25, 1976 and ending August 24, 2021 the following described premises situated in the City of Highland Park, Lake County, Illinois, known by legal description as follows to wit:

Lots 9, 10 and 11 in Block 23 in the City of Highland Park, being a Subdivision of fractional Sections 23 and 24 and part of fractional Section 14, Township 43 North, Range 12, East of the 3rd P.M., according to the plat thereof, recorded May 7, 1869, in Book "A" of Plats, page 2, in Lake County, Illinois.

which said leasehold estate is referred to in the instrument to which this Schedule is attached as the "Real Estate."

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FRANK B. PEERS SENIOR HOUSING ML-93

Residential Management Plan

1. Role and Sponsor in Relationship to Managing Agent:

It is expected that the Agent will consult the Owner regarding the policy that will govern the day-to-day operation of the development. It is expected that the Owner will play an active role in the formulation of the day-to-day operation of the development to suggest, review, approve or alter the general policies formulated by the Agent which affect the development.

The day-to-day operation of the development will be the responsibility of the Agent in accordance with the policies established by the Owner and the Agent. To this end, project personnel selection, rental standards, resident selection, rent collections, income and expense analysis and projection, and preventative maintenance programs, along with all other policy matters will be carried out by the Agent under the guidelines determined by the Owner. Project managerial and maintenance personnel will be hired and supervised by the Agent and will function as the Agent's representatives with authority to carry out day-to-day decisions in accordance with the established policies.

Included in the Agent's responsibility will be the training and supervision of all on-site management and personnel. All management personnel must be familiar with the Federal, State, Local and IHDA regulations regarding all phases of rental and management of the development. The Chairman of the Highland Park Housing Commission or his or her designee, representing the Owner, will be the Agent's contact when consultation is needed regarding decisions which an Agent is not authorized to make under the terms of the management agreement.

2. Procedure for Determining Applicant Eligibility

It will be the Agent's responsibility to see that project rental personnel are thoroughly trained and familiar with HUD regulations regarding, but not limited to, income, asset determination, and occupancy limits. It will be the Agent's responsibility to show, interview and inform prospective residents and familiarize them with IHDA and HUD requirements which will affect the property. This will be done in conjunction with the management contract as well as all applicable HUD or Section 8 regulations affecting the property.

Upon the determination that the applicant wishes to apply for housing in the development, the Agent will provide and, if necessary, assist applicants in filling out the application. The Agent will process the application obtaining credit reports, confirmations of employment and current residence, etc. The

decision concerning the acceptability of a resident will be determined by the following: 1. The applicant meeting or not meeting the applicable HUD requirements and IHDA requirements. 2. Any adverse or other information which the credit report may produce. The Agent duties will include showing apartments and explaining to the applicant the various HUD and IHDA rules governing the development. As apartments become available, the Agent will refer to and utilize the wait list. Additional marketing efforts shall be established by IHDA and HUD, and also shall include contacting community groups and organizations and advertising in local papers. Arrangements may be made for appointments other than during normal business hours by phoning the rental office. The day-to-day operations and the rental office will be carried out from the project office.

3. Rent Collection Policies and Procedures:

Rules governing rent payments will be outlined in the lease for the property and will be adhered to by the managing agent. The tenants will pay their rent at the project office.

The project manager will be provided with a delinquency list on approximately the 10th day of the month which will show which residents have not paid their rent for the month in question. Upon notification of such delinquent accounts to the Resident Services Director, the manager will consult with the Owner and as appropriate will then issue notices to those residents who have not paid, stating that they have ten (10) days to pay their rent or legal action will be instituted. With regard to residents who have not paid their rent after a notice is forwarded to them, the manager and Resident Services Director will attempt to contact the resident and determine the cause for the non-payment. If it is the manager's and Resident Services Director's conclusion that the resident will successfully be able to make his payments current and keep them current, the Agent will, in compliance with the spirit of Hud and Section 8 programs, work with the resident while he attempts to clear his account. The Owner will be notified of each instance in which it is the Agent's determination that legal action should be taken.

4. Plans for Tenant-Management Relations:

Resident-management relations are to a great extent determined by the personality of the project personnel. This need be taken into consideration at the time that project personnel are hired. It will be the Agent's policy to develop a relationship with the residents that will allow effective two-way communication. The Agent will make every effort to supply personnel who will be sensitive and sympathetic to the needs of the residents so that

this communication can be fostered.

Communication between resident and Agent will commence at the time that a prospective resident walks through the door. Pre-occupancy interviews with the resident will be the basis for the friendly communication which we hope to develop between the Agent and resident.

The applicant will be instructed on the methods for obtaining management and janitorial services verbally, and by the Resident's Handbook given when the resident signs for their key. This will include specific procedures for obtaining needed services. Requests for services or grievances will be acted upon as soon after their receipt as is possible. The Agent will make a determined effort to notify residents when services will be performed, and the Agent will take all possible steps to see that once a service has been promised that the service is delivered on time.

A Resident Services Director has been employed to:

- provide residents with information about community services and events,
- guide residents and their families in making arrangements to obtain services that meet particular needs,
- help resolve day-to-day problems which may affect the household and personal well-being,
- assist residents in coordinating and planning activities.

5. Preventative Maintenance and Repair Program:

Not less than once a year each unit will be inspected by the manager and the engineer with particular attention being paid to the apartment appliances. A list of all items needing correction will be forwarded in writing to the Owner involved in order that a permanent record is made of the date of the request. Also at this time, maintenance plans for tests and servicing of mechanical equipment and appliances will be made so that the equipment will continue to meet all warranty obligations. In addition to the above preventative maintenance procedures, the Agent will take into consideration all necessary apartment and hall painting at the time that the next year's budget is made. It is the intention of the Agent to preserve the property in the condition it was at the time of its initial occupancy.

Prior to a resident moving in, the Agent will inspect the apartment with the resident and will have the resident sign the manager's inspection sheet. In this way, any damage which may be

caused during the resident's occupancy can be noted at the time the resident vacates.

Prior to the resident's taking occupancy, the resident will be made aware of the procedures for making maintenance requests. With regard to emergency situations the project will have a 24-hour answering service and pagers for maintenance staff. The answering service will be instructed on how to handle calls, what constitutes an emergency, and will be provided with a "call chain" to use depending on the nature of emergency. The Resident's Handbook will provide emergency numbers for the hospital, the police department and fire department. The Handbook will also contain instructions for use of appliances.

6. Program for Maintaining Adequate Accounting Records and Handling Necessary Forms and Vouchers:

The Agent is responsible to see that all certification and recertification procedures are carried out in accordance with IHDA and HUD regulations. To this end it will be the Agent's responsibility to see that certification and recertification records are kept on an up-to-date basis for each resident and that duplicates of all coding forms, as well as HUD and IHDA vouchers and reports will be kept at the office from which the development will be managed or at the Agent's branch office. The accounting and purchasing procedures which will be used by the development will be in a form approved by IHDA and HUD.

REAL ESTATE SALE CONTRACT

1. The City of Highland Park, (hereinafter referred to as "Purchaser"), being a Home-Rule municipality, agrees to purchase at a price of \$500,000.00 on the terms set forth herein the following property (hereinafter referred to as "Subject Property"), located in the City of Highland Park, County of Lake, State of Illinois:

The Easterly 50 feet of Lot 6 and all of Lots 7 and 8 in Block 23 in the City of Highland Park, in the North West quarter of the South East quarter of Section 23, Township 43 North, Range 12, East of the 3rd P.M., in Lake County, Illinois.

consisting of approximately 40,000 square feet, and with approximate dimensions of 200' by 200', with the understanding that the following personal property, presently located thereon was installed by and is owned by the Purchaser at this time: (a) outdoor lighting; (b) wheel stops; and (c) parking meters.

2. First National Bank of Highland Park, as Trustee under a written trust agreement dated August 31, 1956, and known as Trust No. 633, (hereinafter referred to as "Seller") and Trinity Protestant Episcopal Church of Highland Park, an Illinois religious corporation, sole beneficiary of the said Trust No. 633, having power of direction therein (hereinafter referred to as "Trinity Church"), agree to sell the Subject Property at the price and terms set forth herein, and to convey the same by a recordable Trustee's Deed. It is understood that the Subject Property currently is not subject to real estate taxes and that the Purchaser has been leasing the Subject Property from the Seller as an off-street parking facility, which lease will expire on September 30, 1981, for the past 25 years.

3. Purchaser agrees to pay the purchase price at the time of closing, which shall occur on or before 30 days after such time as the Seller can show good and clear title, subject to no leases or tenancies other than the existing leases of the Purchaser--but in no event later than October 31, 1981.

4. Purchaser will provide a current plat of survey of the above real estate made, and so certified by the surveyor as having been made, showing no encroachments, overlaps and/or boundary line disputes.

5. Seller and Purchaser hereby state that no broker's or brokerage commission is due and owing any such broker or agent; further stating that no broker or agent has been engaged by either Seller or Purchaser in connection with this transaction.

6. At closing Seller agrees to deliver possession of the real estate and to do so in the same condition as it is at the date of this contract, ordinary wear and tear excepted, and the existing lease to the Purchaser as Lessee shall be terminated, provided however:

A. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to

the time of closing, a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after November 10, 1980, showing title in the intended grantor subject only to: (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as "Permitted Exceptions").

1. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

2. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the Permitted Exceptions in foregoing items (b) and (c) and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph B below.

B. If the title commitment or plat of survey discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "Survey Defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such Survey Defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or Survey Defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 3 hereof, whichever is later. If Seller fails to have the exceptions removed or correct any Survey Defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

7. With respect to the existing lease between the Seller as Lessor and the Purchaser as Lessee, it is agreed that there shall be no additional rent payment for that period following September 30, 1981, notwithstanding any contrary provision in the lease ending September 30, 1981, providing for double rent upon "holding over". Existing leases shall be terminated. Seller shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois. All costs of title insurance and release deed fees (including the recording costs thereof) shall be paid by the Purchaser.

8. Time is of the essence of this contract.

9. Pursuant to the statutes of the State of Illinois, made and

provided, as well as the ordinances of the City of Highland Park, the Seller has attached hereto as Exhibit "A", a certified copy of the land trust agreement under which the Seller exercises its trusteeship over the Subject Property--which land trust agreement fully discloses all beneficial interests in the Subject Property.

10. It is agreed by and between the Purchaser and Trinity Church that for so long as the Purchaser owns, uses, and does not lease the ground floor of the Subject Property, and the said ground floor is used in whole or in part, as a parking facility, the Purchaser will provide the general public with a means of pedestrian access to and egress from the said parking facility at some point (within the discretion of the Purchaser) upon the south property line of the Subject Property.

11. All of the terms, conditions, warranties and agreements contained in this contract shall survive the closing hereon. However, neither this contract nor any memoranda hereof shall be recorded against the Subject Property.

12. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

Dated: September 28, 1981

PURCHASER:

CITY OF HIGHLAND PARK, a
municipal corporation
1707 St. Johns Avenue
Highland Park, Illinois 60035

By Roberton Burkai
MAYOR

(Seal)

ATTEST:

Carmen Kelly
CITY CLERK

See Rider attached

RIDER ATTACHED TO AND MADE A PART OF CONTRACT

Dated 9/28/81 Under Trust No. 633

This contract is executed by THE FIRST NATIONAL BANK OF HIGHLAND PARK, not personally but as Trustee under Trust No. 633 aforesaid. In the exercise of the powers and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said contract contained shall be construed as creating any liability on said Trustee to pay any indebtedness accruing thereunder or to perform any covenants, either express or implied, in said contract (all such liability, if any, being expressly waived by said purchaser and by every person now or hereafter claiming any right or security thereunder) in that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said contract shall look solely to the premises described therein for payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting rentals, leases or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said Trust.

provided, as well as the ordinances of the City of Highland Park, the Seller has attached hereto as Exhibit "A", a certified copy of the land trust agreement under which the Seller exercises its trusteeship over the Subject Property--which land trust agreement fully discloses all beneficial interests in the Subject Property.

10. It is agreed by and between the Purchaser and Trinity Church that for so long as the Purchaser owns, uses, and does not lease the ground floor of the Subject Property, and the said ground floor is used in whole or in part, as a parking facility, the Purchaser will provide the general public with a means of pedestrian access to and egress from the said parking facility at some point (within the discretion of the Purchaser) upon the south property line of the Subject Property.

11. All of the terms, conditions, warranties and agreements contained in this contract shall survive the closing hereon. However, neither this contract nor any memoranda hereof shall be recorded against the Subject Property.

(Seal)

Attest:

Lois M. Hauier
Assist Sec

Attest:

Sally Kent Cole

(Seal)

SELLER:

FIRST NATIONAL BANK OF
HIGHLAND PARK AS TRUSTEE
UNDER TRUST NO. 633
513 Central Avenue
Highland Park, Illinois 60035

BY

[Signature]
TRINITY PROTESTANT EPISCOPAL
CHURCH OF HIGHLAND PARK

BY

Burnell V. Reaney
Its Senior Warden

AN ORDINANCE PROVIDING FOR BORROWING MONEY AND ISSUING BONDS OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, TO THE AMOUNT OF \$750,000 FOR THE PURPOSE OF PAYING THE COST OF ACQUIRING LAND IN SAID CITY FOR SENIOR CITIZEN HOUSING, DOWNTOWN REDEVELOPMENT AND LAKE FRONT PUBLIC LAND AREA, AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST OF SAID BONDS.

WHEREAS, the City of Highland Park has a population in excess of 25,000 and therefore, under the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, is a home rule unit, and may, pursuant to the provisions of Sections 6(d) and (k) of said Article VII, incur debt payable from ad valorem property tax receipts maturing within 40 years from the time it is incurred and without prior referendum approval of the electors of the City of Highland Park; and

WHEREAS, on the 14th day of April, 1975, the Council of said City did adopt an ordinance establishing the procedures to be followed in the borrowing of money for public corporate purposes of said City and the issuing of full faith and credit bonds of said City without referendum approval, such ordinance being entitled:

"AN ORDINANCE AMENDING 'THE HIGHLAND PARK CODE OF 1968', AS AMENDED, ESTABLISHING PROCEDURES TO BE FOLLOWED IN INCURRING INDEBTEDNESS FOR CORPORATE PURPOSES, ISSUING NON-REFERENDUM BONDS TO EVIDENCE SUCH INDEBTEDNESS AND AUTHORIZING AND DIRECTING THE LEVYING OF A TAX FOR THE PURPOSE OF PAYING PRINCIPAL OF SUCH BONDS AND INTEREST THEREON AS THE SAME BECOME DUE."

and which said ordinance is now in full force and effect; and

WHEREAS, it is deemed to be for a proper public purpose, is necessary for the welfare of the government and affairs of the City of Highland Park and is in the public interest that the City of Highland Park acquire lands for senior citizen housing, a lake-front public property area, and for downtown redevelopment; and

WHEREAS, it is hereby estimated and determined that it will require not less than \$750,000 to acquire said lands for said purposes; and

WHEREAS, funds are not available for the purpose of acquiring said land and for that purpose it will be necessary to borrow money and in evidence thereof issue bonds of said City:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION I. That it be and is hereby found and determined to be for the welfare of the government and affairs of the City of Highland Park, for a proper public purpose and is in the public interest to acquire lands for senior citizen housing, for a lakefront public property area, and for down-town redevelopment, and for that purpose there be borrowed the sum of \$750,000 and in evidence thereof, bonds of the City be issued. Said bonds to be each designated "Land Acquisition Bond" and bear interest at the rate of five and one-quarter (5¼%) percent per annum, payable semi-annually.

SECTION II. That in order to raise the sum of \$750,000 needed for the purpose aforesaid, there be borrowed by, for and on behalf of the City of Highland Park, Lake County, Illinois, the sum of \$750,000 and to evidence said loan negotiable coupon bonds of said City be issued. Said bonds shall each be designated "Land Acquisition Bond", be dated May 15, 1975, be of the denomination of \$5,000 each, be one hundred fifty in number, be numbered consecutively from 1 to 150, inclusive, and become due serially on February 1 of each of the years and in the amounts and bear interest per annum at the rate as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>RATE OF INTEREST</u>
1977	\$150,000	5.25%
1978	150,000	5.25%
1979	150,000	5.25%
1980	150,000	5.25%
1981	150,000	5.25%

That the interest on said bonds shall be payable on August 1, 1976 and semi-annually thereafter on the first day of February and August in each year, which said interest payments to date of maturity of principal shall be evidenced by proper interest coupons attached to each bond and maturing on the dates herein provided, and both principal and interest on said bonds shall be payable in lawful money of the United States of America at the First National Bank of Highland Park in the City of Highland Park, Illinois. The seal of said City shall be affixed to each of said bonds and said bonds shall be signed by the Mayor and be attested by the City Clerk of said City, and said coupons shall be signed and attested by said officials, respectively, by their respective facsimile signatures, and said officials, by the execution of said bonds, shall adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons.

SECTION III. That the bonds hereby authorized shall be payable to bearer, provided, however, that such bonds may be subject to registration as to principal in the name of the holder on the books of the Treasurer of said City, such registration to be evidenced by notation of said Treasurer upon the back of such bonds so registered. No bond so registered shall be subject to transfer except upon such books and similarly noted on the back thereof unless the last registration shall have been to bearer. Such registration of any of said bonds shall not, however, affect the negotiability of the coupons attached to said bonds, but such coupons shall continue transferable by delivery merely.

SECTION IV. That each of said bonds and the interest coupons to be thereto attached shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF LAKE

CITY OF HIGHLAND PARK

LAND ACQUISITION BOND

Number _____

KNOW ALL MEN BY THESE PRESENTS, that the City of Highland Park, Lake County, Illinois, hereby acknowledges itself to owe and for value received, promises to pay to bearer, or, if this bond be registered, then to the registered holder hereof, the sum of FIVE THOUSAND DOLLARS (\$5,000) on the first day of February, 19____, together with interest of said sum from the date hereof until paid at the rate of five and one-quarter percent (5¼%) per annum, payable on August 1, 1976, and semi-annually thereafter on the first days of February and August in each year, and until maturity, upon presentation and surrender of the respective interest coupons hereto attached as they severally become due and payable.

Both principal and interest are hereby made payable in lawful money of the United States of America at the First National Bank of Highland Park, in the City of Highland Park, Illinois.

For the prompt payment of this bond, both principal and interest, as aforesaid, at maturity, and the levy of taxes sufficient for that purpose, the full faith, credit and resources of said City are hereby irrevocably pledged.

This bond is issued by said City for the purpose of paying the cost of acquiring land necessary for the welfare of the government and affairs of the City, pursuant to and in all respects in compliance with the provisions of the 1970 Constitution of the State of Illinois, and in compliance with an ordinance duly passed by the Council of said City amending the Highland Park Code of 1968 and establishing the procedures for issuing full faith and credit non-referendum bonds, and an ordinance author-

forms a part, signed by the Mayor of said City and published, in all respects as by law required.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Illinois, and including the procedures established by the City Code for the exercise of its home rule powers conferred by Section 6 of Article VII of the Constitution of the State of Illinois in issuing its full faith and credit bonds payable from ad valorem property tax receipts without prior referendum approval, to exist or to be done, precedent to and in the issuance of this bond, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of said City of Highland Park, represented by this bond and the issue of which it forms a part, and including all other indebtedness of said City, howsoever evidenced and incurred, does not exceed any constitutional or statutory limitation, and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in said City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This bond is subject to registration as to principal in the name of the holder on the books of the City Treasurer, such registration to be evidenced by notation of such Treasurer on the back hereof, and after such registration, no transfer hereof, except upon such books and similarly noted hereon, shall be valid unless the last registration shall have been to bearer. Registration hereof shall not affect the negotiability of the coupons hereto attached which shall continue negotiable by delivery merely, notwithstanding registration hereof.

IN WITNESS WHEREOF, said City of Highland Park, Lake County, Illinois, by its Council, has caused its corporate seal to be

hereunto affixed and this bond to be signed by the Mayor of said City and attested by the City Clerk, and the coupons here- to attached to be signed and attested by said officials, re- spectively, by their facsimile signatures, and said officials do, by the execution hereof, adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons, all as of the fifteenth day of May, 1975.

CITY OF HIGHLAND PARK

By _____
Mayor

ATTEST:

City Clerk

(Form of Coupon)

Number _____ \$ _____

On the first day of _____, 19____, the City of Highland Park, Lake County, Illinois, will pay to bearer _____ Dollars (\$_____) in lawful money of the United States of America at the First National Bank of Highland Park, in the City of Highland Park, for interest due that day on its "Land Acquisition Bonds" dated May 15, 1975, Number _____.

Mayor

ATTEST:

City Clerk

(Form of Registration as to Principal)

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of City Treasurer</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION V. That for the purpose of providing the funds required to pay the interest on said bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within said City, in each year while any of said bonds are outstanding, a direct annual tax sufficient for that purpose, and that there be and there is hereby levied on all of the taxable property in said City, in addition to all other taxes, the following direct annual tax for each of the years and in the amount for each of said years as follows:

<u>For the Year</u>	<u>A direct annual tax sufficient to produce the sum of:</u>
1975	\$217,639 For interest and principal maturing up to and including February 1, 1977;
1976	\$181,500 For interest and principal;
1977	\$173,625 For interest and principal;
1978	\$165,750 For interest and principal;
1979	\$157,875 For interest and principal.

That interest or principal becoming due at any time when there are insufficient funds on hand from said taxes to pay the same be paid promptly when due from current funds on hand in advancement of the collection of said taxes herein levied, and when said taxes shall have been collected, reimbursement shall be made to the said funds in the amounts thus advanced.

SECTION VI. That forthwith as soon as this ordinance becomes effective, a copy hereof certified by the Clerk of said City, which certificate shall recite that this ordinance has been passed by the Council of said City, signed by the Mayor and published, shall be filed with the County Clerk of Lake County, Illinois, who shall in and for each of the years 1975 to 1979, inclusive, ascertain the rate per cent required to produce the aggregate tax hereinbefore provided to be levied in each of said years, respectively, and extend the same for collection on the tax books in connection with other taxes levied in each of said years, respectively, in and by said City for general corporate purposes of said City, and in each of said years such annual tax shall be collected by said City in like manner as taxes for general corporate purposes for each of said years are levied and collected, and when collected such taxes shall be used solely for the purpose of paying principal and interest upon the bonds herein authorized when same mature.

SECTION VII. That the funds derived from the taxes herein levied be and the same are hereby appropriated and set aside for the sole and only purpose of paying principal of and interest on said bonds when and as the same become due. That the funds derived from the sale of said bonds be and they are hereby appropriated and set aside for the purpose hereinbefore set out.

The proceeds of sale of the bonds will be used and devoted with due diligence for the purposes as provided herein, and said City covenants and agrees with the purchasers and holders of the bonds herein authorized as follows:

- (a) That within six months after the delivery of said bonds said City expects to incur substantial binding obligations in connection with the land acquisition program herein authorized, said obligations being in an aggregate amount not less than 2-1/2% of the estimated cost thereof;
- (b) That the Council expects more than 85% of the spendable proceeds of the bonds, including investment proceeds, will be expended on or before April 15, 1978, said date being within three years following the date of issue of said bonds;
- (c) That the land acquisition program is expected to proceed with due diligence to completion;
- (d) That the property ultimately to be acquired with bond proceeds is not expected to be sold or otherwise disposed of, in whole or in part, prior to the last maturity of said bonds;

- (e) That all of the principal proceeds of the bonds are needed for the purpose of the land acquisition program herein authorized, including expenses incidental to such purpose and to the issuance of the bonds; and
- (f) That to the best of the knowledge and belief of the Council there are no facts, estimates or circumstances that would materially change the conclusions and representations set out in this section.

The Council also certifies and further covenants with the purchasers and holders of said bonds from time to time outstanding that, so long as any of said bonds remain ourstanding, moneys on deposit in any fund or account in connection with said bonds, whether or not such moneys were derived from the proceeds of the sale of said bonds or from any other source, will not be used in a manner which will cause such bonds to be "arbitrage bonds" within the meaning of Section 103(d) of the Internal Revenue Code of 1954, as amended, and any lawful regulations promulgated or proposed thereunder, including Sections 1.103-13 and 1.103-14 of the Income Tax Regulations (26 CFR Part 1), as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Council reserves the right, however, to make any investment of such moneys permitted by state law if, when and to the extent that said Section 103(d) or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on said bonds subject to federal income taxation.

SECTION VIII. That forthwith after this ordinance has become effective as provided by law, the bonds herein authorized shall be executed and delivered to the Treasurer of said City and be by him delivered to the First National Bank of Highland Park, of the City of Highland Park, Illinois, the purchasers thereof, upon receipt of the purchase price therefor, the same to be not less than the par value of said bonds plus accrued interest to date of delivery, the contract for the sale of said bonds to said purchaser, heretofore entered into, be and the same is hereby in all respects ratified, approved and confirmed.

SECTION IX. That all ordinances, resolutions and orders or parts thereof, in conflict herewith, be and the same are to the extent of such conflict, hereby repealed and this ordinance shall be in full force and effect upon its passage and publication, as provided by law.

Signed:

Raymond Gerani
Mayor

ATTEST:

Carmen Rollery
City Clerk

39-75

Passed: April 28, 1975
Approved: April 28, 1975
Published: May 1, 1975

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the City of Highland Park, in the County and State aforesaid, and as such Clerk, I am the keeper of the records and files of the Council of said City.

I do further certify that the attached and foregoing is a full, true and correct copy of an ordinance providing for the borrowing of money and the issuance of \$750,000 Land Acquisition Bonds of the City of Highland Park, Lake County, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on the same as it matures, as adopted by the Council of said City of Highland Park, at its legally convened meeting held on April 28, 1975, and as signed by the Mayor of said City on said day, all as appears from the official records of said City, in my care and custody.

I do further certify that said ordinance was duly and properly published by publication thereof on the First day of May, 1975, in the Highland Park Life, the same being a newspaper published in and of general circulation within said City.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said City at Highland Park, Illinois, this 28th day of APRIL, 1975.

Carrieu Rollert
City Clerk

(CITY SEAL)

Continued
1976

HIGHLAND PARK HOUSING ASSOCIATION

GUARANTY

For value received and in further consideration of the facts set forth in the Recital contained herein, the undersigned the CITY OF HIGHLAND PARK, a municipal corporation (hereinafter "the City") enters into this Guaranty.

RECITALS

The Highland Park Housing Association, an Illinois not for profit corporation (hereinafter "Association") desires to enter into certain agreements with the Illinois Housing Development Authority (hereinafter "Authority") for the construction of a certain senior citizen housing within the City of Highland Park, Illinois.

2. As a condition to any agreement between the Authority and the Association, the Authority has required that the Association procure certain letters of credit issued by The First National Bank of Highland Park (hereinafter "the Bank") in the amount of \$223,600.00.

3. The Bank has indicated its willingness to issue its letters of credit, in the amount set forth above, and in the forms attached hereto as Exhibits "A" and "B" (which Exhibits are incorporated herein by reference) provided that the City guarantees the payment of any amounts which the Bank is required to pay as a result of its issuance of the aforesaid letters of credit.

4. The City acknowledges as follows:

a) The City is authorized by law to enter into this Guaranty.

b) The City is the fee simple owner of the premises upon which the construction is to occur.

c) The City and the Association have entered into a long term ground lease for the use of the premises by the Association for senior citizen housing.

d) The City has entered into the lease because of the benefits the City will derive from additional senior citizen housing.

THEREFORE, in consideration of the Recitals, which are hereby incorporated into and shall be deemed a material part of this Guaranty, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the City, the City does agree as follows:

A. The City does guarantee the full and prompt payment to the Bank of the amount of any and all payments made by the Bank pursuant to its letters of credit, in the form attached hereto as Exhibits "A" and "B", however and wherever made, and the City further agrees to pay all expenses, legal and otherwise, including court costs and attorneys' fees, paid or incurred by the Bank in endeavoring to collect said payments and in enforcing this Guaranty. All amounts payable to the Bank under this Guaranty shall be paid within a period from 90 days to 2 years, such time to be negotiated between the City and the Bank, after payment is made under the letters of credit and shall bear interest at the rate of not more than prime plus 1% per annum beginning on the date payment is made under the letters of credit.

B. This Guaranty shall be a continuing, absolute and unconditional guaranty and shall remain in full force and effect until all amounts, including interest and costs, paid by the Bank under the aforesaid letters of credit shall be repaid in full to the Bank.

C. The liability hereunder shall in no wise be affected or impaired by (and said Bank is hereby expressly authorized to make from time to time, without notice to anyone), any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or other disposition of any of said indebtedness, obligations and liabilities, either express or implied, or of any contract or contracts evidencing any thereof, or of any security or collateral therefor. The liability hereunder shall in no wise be affected or impaired by any acceptance by said Bank of any security for or other guarantors upon any of said indebtedness, obligations or liabilities, or by any failure, neglect or omission on the part of said Bank to realize upon or protect any of said indebtedness, obligations or liabilities, or any collateral or security therefor, or to exercise any lien upon or right of appropriation of any moneys, credits or property of said Association, possessed by said Bank, toward the liquidation of said indebtedness, obligations or liabilities, or by any application of payments or credits thereon. Said Bank shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on said indebtedness, obligations and liabilities, or any part of them. In order to hold the undersigned liable hereunder, there shall be no obligation on the part of said Bank, at any time, to resort for payment to said Association, or other persons or corporations, their properties or estates, or resort to any collateral, security, property, liens or other rights or remedies whatsoever.

D. All presentment, demand, protest and/or notice, as to any and everyone, of dishonor and of default and of non-payment and of the creation and existence of any and

all of said indebtedness, obligations and liabilities, and of any security and collateral therefor, and of the acceptance of this Guaranty, and of any and all extensions of credit and indulgence hereunder, are hereby expressly waived.

E. No act of commission or omission of any kind, or at any time, upon the part of said Bank in respect to any matter whatsoever, shall in any way affect or impair this Guaranty.

F. Said Bank may, without any notice whatsoever to anyone, sell, assign or transfer all of said indebtedness, obligations and liabilities, or any part thereof, and in that event each and every immediate and successive assignee, transferee, or holder of all or any part of said indebtedness, obligations and liabilities, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits; but the said Bank shall have an unimpaired right, prior and superior to that of any said assignee, transferee or holder, to enforce this Guaranty for the benefit of said Bank, as to so much of said indebtedness, obligations and liabilities as it has not sold, assigned or transferred.

G. This Guaranty shall be construed according to the laws of the State of Illinois, in which State it shall be performed by the undersigned.

H. This Guaranty and every part thereof, shall be binding upon the undersigned, jointly and severally, and upon the heirs, legal representatives, successors and assigns of all the undersigned, and each of them, respectively.

SIGNED, SEALED AND DELIVERED by the undersigned, at
Highland Park, Illinois, this 24th day of September,
1976.

THE CITY OF HIGHLAND PARK,
a municipal corporation

by X Robert M. Burhan
Mayor

ATTEST: Carman Rollins
City Clerk

SONNENSCHN CARLIN NATH & ROSENTHAL

8000 SEARS TOWER CHICAGO, ILLINOIS 60608

(312) 876-8000 TELEX 25-3526

WRITER'S DIRECT LINE

876-8013

August 29, 1978

Mr. Larry Rice
City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035

Dear Larry:

In accordance with your telephone request yesterday,
I am enclosing the title policy guaranteeing the
leasehold estate of Highland Park Housing Association.

Sincerely,

Bernard Nath _{1st}

Bernard Nath

BN:mlt
Enclosure

AMERICAN LAND TITLE ASSOCIATION
LEASEHOLD OWNER'S POLICY—1975

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title;

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

Alvin W. Long

President.

Issued by:
LAKE COUNTY OFFICE
15 South County Street
Waukegan, Illinois 60085
(312) 662-8000



ATTEST:

Chester C. McCullough

Secretary.

IMPORTANT

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser of the leasehold estate described herein may be insured against defects, liens or encumbrances, this policy should be reissued in the name of such purchaser.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

SCHEDULE A

Number	Date of Policy	Amount of Insurance
LAKE-390509	JULY 28, 1978	\$1,720,000.00

1. Name of Insured:

** HIGHLAND PARK HOUSING ASSOCIATION, a not-for-profit corporation of Illinois **

2. The estate or interest in the land described herein and which is covered by this policy is:

The leasehold estate, as leasehold estate is defined in Paragraph 1(g) of the Conditions and Stipulations of this policy, created by the instrument herein referred to as the Lease, executed by:

City of Highland Park, a municipal corporation, to Highland Park Housing Association, an Illinois not-for-profit corporation, as Lessee, dated August 25, 1976 and recorded September 15, 1976 as Document 1792216, demising and leasing for a term of years beginning August 25, 1976 and ending August 24, 2021, the land herein described.

3. The estate or interest referred to herein is at Date of Policy vested in the Insured.

HIGHLAND PARK HOUSING ASSOCIATION, a not-for-profit corporation of Illinois

4. The estate or interest described in Paragraph 2 above is encumbered by the following mortgage or trust deed, and assignments:

Mortgage dated August 25, 1976 and recorded September 15, 1976, as Document 1792217, made by Highland Park Housing Association, an Illinois not for profit corporation, to Illinois Housing Development Authority, a body politic and corporate established pursuant to the Illinois Housing Development Act, Laws 1967, page 1931, constituting Chapter 67-1/2, Section 301, et seq., Illinois Revised Statutes, as amended, to secure a note for \$1,720,000.00.

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:

Lots 9, 10 and 11 in Block 23 in the City of Highland Park, in the South East quarter of Section 23, Township 43 North, Range 12, East of the 3rd P. M., according to the plat thereof, recorded May 7, 1869, in Book "A" of Plats, page 2, in Lake County, Illinois. **

This policy valid only if Schedule B is attached.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following exceptions:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions: The mortgage, if any, referred to in Schedule A.

1. Condition contained in the Deed from Highland Park Building Company, to Harvey B. Hurd, dated May 26, 1868 and recorded May 22, 1871, page 604, in Volume 43 of Deeds.

NOTE: The reverter provision contained in said Instrument is invalid by operation of law and, therefore, violations at any time are ineffective to cause a forfeiture or reversion of title.

2. Regulatory Agreement dated August 25, 1976 and recorded September 15, 1976 as Document 1792219 and all conditions contained therein.

3. Assignment of rents from Highland Park Housing Association, an Illinois not for profit corporation, to Illinois Housing Development Authority, a body politic and corporate established pursuant to the Illinois Housing Development Act, Laws 1967, page 1931, constituting chapter 67-1/2, Section 301, et seq., Illinois Revised Statutes, as amended, dated August 25, 1976 and recorded September 15, 1976, as Document 1792218, given as additional security to the Mortgage herein noted as Document 1792217.

4. Rights of the City of Highland Park to the improvements on the land at the termination of the Lease recorded September 15, 1976 as Document 1792216.

5. Terms, agreements, provisions, conditions and limitations contained in the aforementioned Lease, and all rights thereunder of said lessors, their heirs, executors, administrators and assigns, including rents and all other charges reserved.

6. Financing statement made by the Highland Park Housing Association, an Illinois not for profit corporation, to the Illinois Housing Development Authority, filed November 5, 1976 as 76 U 6658 on fixtures and other materials attached to the land herein.

(continued)

Countersigned

Victor Kranchunas

Authorized Signatory

(Schedule B continued)

(continued)

7. Taxes for the year 1978.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

(g) "leasehold estate": the right of possession for the term or terms described in Schedule A hereof subject to any provisions contained in the Lease which limit such right of possession.

2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions—Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determi-

nation by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. Reduction of Liability

All payments under this policy, except payments made for costs, attorney's fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be pay-

CONDITIONS AND STIPULATIONS (Continued)

able hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Valuation of Estate or Interest Insured

If, in computing loss or damage incurred by the insured, it becomes necessary to determine the value of the estate or interest insured by

this policy, such value shall consist of the then present worth of the excess, if any, of the fair market rental value of such estate or interest, undiminished by any matters for which claim is made, for that part of the term stated in Schedule A herein then remain in plus any renewal or extended term for which a valid option to renew or extend is contained in the Lease, over the value of the rent and other consideration required to be paid under the Lease for the same period.

14. Miscellaneous Items of Loss

In the event the insured is evicted from possession of all or a part of the land by reason of any matters insured against by this policy the following, if applicable, shall be included in computing loss or damage incurred by the insured, but not to the extent that the same are included in the valuation of the estate or interest insured by this policy.

(a) The reasonable cost of removing and relocating any personal property which the insured has the right to remove and relocate situated on the land at the time of eviction, the cost of transportation of such personal property for the initial twenty-five miles incurred in connection with such relocation, and the reasonable cost of repairing such personal property damaged by reason of said removal and relocation. The costs referred to above shall not exceed in the aggregate the value of the personal property prior to its removal and relocation.

"Personal property", above referred to, shall mean chattels and property which because of its character and manner of affixation to the land, can be severed therefrom without causing appreciable damage to the property severed or to the land to which such property is affixed.

(b) Rent or damages for use and occupancy of the land prior to such eviction which the insured as owner of the leasehold estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.

(c) The amount of rent which, by the terms of the Lease, the insured must continue to pay to the lessor after eviction for the land or part thereof, from which the insured has been evicted.

(d) The fair market value, at the time of such eviction, of the estate or interest of the insured in any sublease of all or part of the land existing at the date of such eviction.

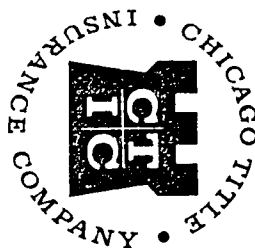
(e) Damages which the insured may be obligated to pay to any sublessee on account of the breach of any sublease of all or part of the land caused by such eviction.

15. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its principal office at 111 West Washington Street, Chicago, Illinois 60602, or at any branch office of the Company.

CHICAGO
TITLE INSURANCE
COMPANY
111 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602

LAKE COUNTY OFFICE
15 South County Street
Waukegan, Illinois 60085



POLICY
OF
TITLE
INSURANCE

American Land Title Association
Leasehold Owner's Policy—1975

AMERICAN LAND TITLE ASSOCIATION
LEASEHOLD OWNER'S POLICY—1975

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title;

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

Alvin W. Long

President.

Issued by:
LAKE COUNTY OFFICE
15 South County Street
Waukegan, Illinois 60085
(312) 662-8000



ATTEST:

Chester C. McCullough

Secretary.

IMPORTANT

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser of the leasehold estate described herein may be insured against defects, liens or encumbrances, this policy should be reissued in the name of such purchaser.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

SCHEDULE A

Number	Date of Policy	Amount of Insurance
LAKE-390509	JULY 28, 1978	\$1,720,000.00

1. Name of Insured:

**** HIGHLAND PARK HOUSING ASSOCIATION, a not-for-profit corporation of Illinois ****

2. The estate or interest in the land described herein and which is covered by this policy is:

The leasehold estate, as leasehold estate is defined in Paragraph 1(g) of the Conditions and Stipulations of this policy, created by the instrument herein referred to as the Lease, executed by:

City of Highland Park, a municipal corporation, to Highland Park Housing Association, an Illinois not-for-profit corporation, as Lessee, dated August 25, 1976 and recorded September 15, 1976 as Document 1792216, demising and leasing for a term of years beginning August 25, 1976 and ending August 24, 2021, the land herein described.

3. The estate or interest referred to herein is at Date of Policy vested in the Insured.

HIGHLAND PARK HOUSING ASSOCIATION, a not-for-profit corporation of Illinois

4. The estate or interest described in Paragraph 2 above is encumbered by the following mortgage or trust deed, and assignments:

Mortgage dated August 25, 1976 and recorded September 15, 1976, as Document 1792217, made by Highland Park Housing Association, an Illinois not for profit corporation, to Illinois Housing Development Authority, a body politic and corporate established pursuant to the Illinois Housing Development Act, Laws 1967, page 1931, constituting Chapter 67-1/2, Section 301, et seq., Illinois Revised Statutes, as amended, to secure a note for \$1,720,000.00.

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:

Lots 9, 10 and 11 in Block 23 in the City of Highland Park, in the South East quarter of Section 23, Township 43 North, Range 12, East of the 3rd P. M., according to the plat thereof, recorded May 7, 1869, in Book "A" of Plats, page 2, in Lake County, Illinois. **

This policy valid only if Schedule B is attached.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following exceptions:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions: The mortgage, if any, referred to in Schedule A.

1. Condition contained in the Deed from Highland Park Building Company, to Harvey B. Hurd, dated May 26, 1868 and recorded May 22, 1871, page 604, in Volume 43 of Deeds.

NOTE: The reverter provision contained in said Instrument is invalid by operation of law and, therefore, violations at any time are ineffective to cause a forfeiture or reversion of title.

2. Regulatory Agreement dated August 25, 1976 and recorded September 15, 1976 as Document 1792219 and all conditions contained therein.

3. Assignment of rents from Highland Park Housing Association, an Illinois not for profit corporation, to Illinois Housing Development Authority, a body politic and corporate established pursuant to the Illinois Housing Development Act, Laws 1967, page 1931, constituting chapter 67-1/2, Section 301, et seq., Illinois Revised Statutes, as amended, dated August 25, 1976 and recorded September 15, 1976, as Document 1792218, given as additional security to the Mortgage herein noted as Document 1792217.

4. Rights of the City of Highland Park to the improvements on the land at the termination of the Lease recorded September 15, 1976 as Document 1792216.

5. Terms, agreements, provisions, conditions and limitations contained in the aforementioned Lease, and all rights thereunder of said lessors, their heirs, executors, administrators and assigns, including rents and all other charges reserved.

6. Financing statement made by the Highland Park Housing Association, an Illinois not for profit corporation, to the Illinois Housing Development Authority, filed November 5, 1976 as 76 U 6658 on fixtures and other materials attached to the land herein.

(continued)

Countersigned

Victor Kranchunas

Authorized Signatory

SONNENSCHN CARLIN NATH & ROSENTHAL

8000 SEARS TOWER CHICAGO, ILLINOIS 60608

(312) 876-8000 TELEX 25-3526

WRITER'S DIRECT LINE

876-8013

August 29, 1978

Mr. Larry Rice
City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035

Dear Larry:

In accordance with your telephone request yesterday,
I am enclosing the title policy guaranteeing the
leasehold estate of Highland Park Housing Association.

Sincerely,

Bernard Nath 1A

Bernard Nath

BN:mlt
Enclosure

(Schedule B continued)

(continued)

7. Taxes for the year 1978.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

(g) "leasehold estate": the right of possession for the term or terms described in Schedule A hereof subject to any provisions contained in the Lease which limit such right of possession.

2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions—Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determi-

nation by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. Reduction of Liability

All payments under this policy, except payments made for costs, attorney's fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be pay-

CONDITIONS AND STIPULATIONS (Continued)

able hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Valuation of Estate or Interest Insured

If, in computing loss or damage incurred by the insured, it becomes necessary to determine the value of the estate or interest insured by

this policy, such value shall consist of the then present worth of the excess, if any, of the fair market rental value of such estate or interest, undiminished by any matters for which claim is made, for that part of the term stated in Schedule A herein then remaining plus any renewal or extended term for which a valid option to renew or extend is contained in the Lease, over the value of the rent and other consideration required to be paid under the Lease for the same period.

14. Miscellaneous Items of Loss

In the event the insured is evicted from possession of all or a part of the land by reason of any matters insured against by this policy, the following, if applicable, shall be included in computing loss or damage incurred by the insured, but not to the extent that the same are included in the valuation of the estate or interest insured by this policy.

(a) The reasonable cost of removing and relocating any personal property which the insured has the right to remove and relocate, situated on the land at the time of eviction, the cost of transportation of such personal property for the initial twenty-five miles incurred in connection with such relocation, and the reasonable cost of repairing such personal property damaged by reason of said removal and relocation. The costs referred to above shall not exceed in the aggregate the value of the personal property prior to its removal and relocation.

"Personal property", above referred to, shall mean chattels and property which because of its character and manner of affixation to the land, can be severed therefrom without causing appreciable damage to the property severed or to the land to which such property is affixed.

(b) Rent or damages for use and occupancy of the land prior to such eviction which the insured as owner of the leasehold estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.

(c) The amount of rent which, by the terms of the Lease, the insured must continue to pay to the lessor after eviction for the land, or part thereof, from which the insured has been evicted.

(d) The fair market value, at the time of such eviction, of the estate or interest of the insured in any sublease of all or part of the land existing at the date of such eviction.

(e) Damages which the insured may be obligated to pay to any sublessee on account of the breach of any sublease of all or part of the land caused by such eviction.

15. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its principal office at 111 West Washington Street, Chicago, Illinois 60602, or at any branch office of the Company.

111 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602

CHICAGO
TITLE INSURANCE
COMPANY

LAKE COUNTY OFFICE
15 South County Street
Waukegan, Illinois 60085



POLICY
OF
TITLE
INSURANCE

American Land Title Association
Leasehold Owner's Policy—1975

SONNENSCHNEIN CARLIN NATH & ROSENTHAL

8000 SEARS TOWER CHICAGO, ILLINOIS 60606

(312) 876-8000 TELEX 25-3526

WRITER'S DIRECT LINE

876-8013

October 10, 1978

Mr. Larry Rice
City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035

Re: Highland Central

Dear Larry:

I am enclosing title policy of Chicago Title Insurance Company insuring the leasehold estate of **Highland Park Housing Association** in the property, in the amount of \$1,720,000. Will you please see that this is filed with the original documents relating to the property.

Sincerely,

Bernard Nath

Bernard Nath

BN:mlt
Enclosure

*Orig. filed under
Deeds (23)*

*Lot 9-10-11
Block 23
Sec: 23-24-14*

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

(g) "leasehold estate": the right of possession for the term or terms described in Schedule A hereof subject to any provisions contained in the Lease which limit such right of possession.

2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions—Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determi-

nation by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. Reduction of Liability

All payments under this policy, except payments made for costs, attorney's fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be pay-

SCHEDULE B

This policy does not insure against loss or damage by reason of the following exceptions:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions: The mortgage, if any, referred to in Schedule A.

1. Condition contained in the Deed from Highland Park Building Company, to Harvey B. Hurd, dated May 26, 1868 and recorded May 22, 1871, page 604, in Volume 43 of Deeds.

NOTE: The reverter provision contained in said Instrument is invalid by operation of law and, therefore, violations at any time are ineffective to cause a forfeiture or reversion of title.

2. Assignment of rents from Highland Park Housing Association, an Illinois not for profit corporation, to Illinois Housing Development Authority, a body politic and corporate established pursuant to the Illinois Housing Development Act, Laws 1967, page 1931, constituting chapter 67-1/2, Section 301, et seq., Illinois Revised Statutes, as amended, dated August 25, 1976 and recorded September 15, 1976, as Document 1792218, given as additional security to the Mortgage herein noted as Document 1792217.

3. Regulatory Agreement dated August 25, 1976 and recorded September 15, 1976, as Document 1792219, and all conditions contained therein.

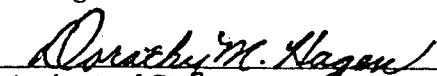
4. Rights of the City of Highland Park to the improvements on the land at the termination of the Lease recorded September 15, 1976, as Document 1792216.

5. Terms, agreements, provisions, conditions and limitations contained in the aforementioned Lease, and all rights thereunder of said lessors, their heirs, executors, administrators and assigns, including rents and all other charges reserved.

6. Finance Statement made by Highland Park Housing Association to Illinois Housing Development Authority filed November 5, 1976, No. 76 U 6658 on fixtures and other materials affixed to the land herein.

7. Taxes for the year 1978.

Countersigned


Authorized Signatory

OWNERS FORM

SCHEDULE A

Referral No. 0005802

F. 2879 R. 2/76

Number
LAKE-390509

Date of Policy
AUGUST 28, 1978

Amount of Insurance
\$1,720,000.00

1. Name of Insured:

** HIGHLAND PARK HOUSING ASSOCIATION, a not-for-profit corporation
of Illinois **

2. The estate or interest in the land described herein and which is covered by this policy is:

The leasehold estate, as leasehold estate is defined in Paragraph 1(g) of the Conditions and Stipulations of this policy,
created by the instrument herein referred to as the Lease, executed by:

City of Highland Park, a municipal corporation, to Highland
Park Housing Association, an Illinois not-for-profit corporation,
as Lessee, dated August 25, 1976 and recorded September 15,
1976, as Document 1792216, demising and leasing the land for
a term of years beginning August 25, 1976 and ending August 24,
2021.

3. The estate or interest referred to herein is at Date of Policy vested in the Insured.

** HIGHLAND PARK HOUSING ASSOCIATION, a not-for-profit corporation
of Illinois **

4. The estate or interest described in Paragraph 2 above is encumbered by the following mortgage or trust deed, and
assignments:

Mortgage dated August 25, 1976 and recorded September 15, 1976,
as Document 1792217, made by Highland Park Housing Association,
an Illinois not for profit corporation, to Illinois Housing
Development Authority, a body politic and corporate established
pursuant to the Illinois Housing Development Act, Laws 1967,
page 1931, constituting Chapter 67-1/2, Section 301, et seq.,
Illinois Revised Statutes, as amended, to secure a note for
\$1,720,000.00.

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:

Lots 9, 10 and 11 in Block 23 in the City of Highland Park,
being a Subdivision of fractional Sections 23 and 24 and
part of fractional Section 14, Township 43 North, Range 12,
East of the 3rd P. M., according to the plat thereof,
recorded May 7, 1869, in Book "A" of Plats, page 2, in
Lake County, Illinois. **

AMERICAN LAND TITLE ASSOCIATION
LEASEHOLD OWNER'S POLICY—1975

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title;

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

Flavin W. Long

President.

Issued by:
LAKE COUNTY OFFICE
15 South County Street
Waukegan, Illinois 60085
(312) 662-8000



ATTEST:

Chester C. McCullough

Secretary.

IMPORTANT

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser of the leasehold estate described herein may be insured against defects, liens or encumbrances, this policy should be reissued in the name of such purchaser.

Ordered By:

For Loan Number: 12-2269-01 Borrower's Name: Peers Housing Association
 Curr Loan Balance: \$2,275,041.60
 Curr Interest Rt: 5.770720
 Curr Payment Amt: \$25,970.86
 Payment Interval: MONTHLY
 Calculation Base: 30/360
 First Payment Dt: 06/01/2026
 Loan Term: 360

Paymt No.	Date Due	Date Paid	Total Payment	Interest	Principal	Fee Typ	Fee Amount	Deferred Amount	Deferred Int Balance	Balance
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Payment History										

.		11/01/2005	2,290,000.00-	0.00	2,290,000.00-		0.00	0.00	0.00	2,290,000.00
1.	12/01/2005	11/17/2005	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
2.	01/01/2006	12/15/2005	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
3.	02/01/2006	01/12/2006	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
4.	03/01/2006	02/09/2006	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
5.	04/01/2006	03/09/2006	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
6.	05/01/2006	04/13/2006	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
7.	06/01/2006	05/11/2006	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
8.	07/01/2006	06/08/2006	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
9.	08/01/2006	07/13/2006	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
10.	09/01/2006	08/10/2006	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
11.	10/01/2006	09/14/2006	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
12.	11/01/2006	10/12/2006	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
13.	12/01/2006	11/09/2006	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
14.	01/01/2007	12/14/2006	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
15.	02/01/2007	01/11/2007	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
16.	03/01/2007	02/08/2007	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
17.	04/01/2007	03/08/2007	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
18.	05/01/2007	04/12/2007	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
19.	06/01/2007	05/10/2007	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
20.	07/01/2007	06/14/2007	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
21.	08/01/2007	07/12/2007	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
22.	09/01/2007	08/09/2007	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
23.	10/01/2007	09/13/2007	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
24.	11/01/2007	10/11/2007	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00

Paymt No.	Date Due	Date Paid	Total Payment	Interest	Principal	Fee Typ	Fee Amount	Deferred Amount	Deferred Int Balance	Balance
25.	12/01/2007	12/03/2007	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
26.	01/01/2008	12/13/2007	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
27.	02/01/2008	01/10/2008	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
28.	03/01/2008	02/14/2008	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
29.	04/01/2008	03/13/2008	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
30.	05/01/2008	04/09/2008	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
31.	06/01/2008	05/08/2008	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
32.	07/01/2008	06/12/2008	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
33.	08/01/2008	07/14/2008	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
34.	09/01/2008	08/14/2008	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
35.	10/01/2008	09/11/2008	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
36.	11/01/2008	10/09/2008	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
37.	12/01/2008	11/14/2008	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
38.	01/01/2009	12/02/2008	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
39.	02/01/2009	01/07/2009	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
40.	03/01/2009	02/05/2009	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
41.	04/01/2009	03/04/2009	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
42.	05/01/2009	04/03/2009	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
43.	06/01/2009	05/05/2009	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
44.	07/01/2009	06/04/2009	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
45.	08/01/2009	07/07/2009	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
46.	09/01/2009	08/06/2009	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
47.	10/01/2009	09/04/2009	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
48.	11/01/2009	10/06/2009	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
49.	12/01/2009	11/05/2009	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
50.	01/01/2010	12/04/2009	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
51.	02/01/2010	01/07/2010	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
52.	03/01/2010	02/04/2010	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
53.	04/01/2010	03/04/2010	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
54.	05/01/2010	04/05/2010	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
55.	06/01/2010	05/05/2010	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
56.	07/01/2010	06/04/2010	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
57.	08/01/2010	07/08/2010	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
58.	09/01/2010	08/04/2010	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
59.	10/01/2010	09/07/2010	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
60.	11/01/2010	10/05/2010	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
61.	12/01/2010	11/05/2010	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
62.	01/01/2011	12/03/2010	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
63.	02/01/2011	01/06/2011	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00

Paymt No.	Date Due	Date Paid	Total Payment	Interest	Principal	Fee Typ	Fee Amount	Deferred Amount	Deferred Int Balance	Balance
64.	03/01/2011	02/07/2011	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
65.	04/01/2011	03/04/2011	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
66.	05/01/2011	04/05/2011	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
67.	06/01/2011	05/04/2011	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
68.	07/01/2011	06/06/2011	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
69.	08/01/2011	07/06/2011	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
70.	09/01/2011	08/04/2011	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
71.	10/01/2011	09/06/2011	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
72.	11/01/2011	10/05/2011	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
73.	12/01/2011	11/02/2011	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
74.	01/01/2012	12/07/2011	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
75.	02/01/2012	01/05/2012	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
76.	03/01/2012	02/06/2012	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
77.	04/01/2012	03/06/2012	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
78.	05/01/2012	04/04/2012	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
79.	06/01/2012	05/04/2012	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
80.	07/01/2012	06/07/2012	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
81.	08/01/2012	07/05/2012	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
82.	09/01/2012	08/06/2012	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
83.	10/01/2012	09/06/2012	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
84.	11/01/2012	10/03/2012	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
85.	12/01/2012	11/07/2012	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
86.	01/01/2013	12/05/2012	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
87.	02/01/2013	01/08/2013	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
88.	03/01/2013	02/06/2013	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
89.	04/01/2013	03/06/2013	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
90.	05/01/2013	04/04/2013	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
91.	06/01/2013	05/03/2013	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
92.	07/01/2013	06/06/2013	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
93.	08/01/2013	07/05/2013	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
94.	09/01/2013	08/06/2013	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
95.	10/01/2013	09/06/2013	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
96.	11/01/2013	10/04/2013	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
97.	12/01/2013	11/06/2013	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
98.	01/01/2014	12/04/2013	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
99.	02/01/2014	01/08/2014	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
100.	03/01/2014	02/06/2014	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
101.	04/01/2014	03/05/2014	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
102.	05/01/2014	04/04/2014	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00

Paymt No.	Date Due	Date Paid	Total Payment	Interest	Principal	Fee Typ	Fee Amount	Deferred Amount	Deferred Int Balance	Balance
103.	06/01/2014	05/23/2014	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
104.	07/01/2014	06/06/2014	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
105.	08/01/2014	07/07/2014	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
106.	09/01/2014	08/06/2014	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
107.	10/01/2014	09/05/2014	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
108.	11/01/2014	10/06/2014	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
109.	12/01/2014	11/07/2014	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
110.	01/01/2015	12/04/2014	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
111.	02/01/2015	01/07/2015	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
112.	03/01/2015	02/04/2015	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
113.	04/01/2015	03/05/2015	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
114.	05/01/2015	04/03/2015	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
115.	06/01/2015	05/05/2015	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
116.	07/01/2015	06/05/2015	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
117.	08/01/2015	07/07/2015	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
118.	09/01/2015	08/06/2015	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
119.	10/01/2015	09/08/2015	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
120.	11/01/2015	10/06/2015	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
121.	12/01/2015	11/05/2015	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
122.	01/01/2016	12/04/2015	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
123.	02/01/2016	01/07/2016	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
124.	03/01/2016	02/04/2016	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
125.	04/01/2016	03/04/2016	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
126.	05/01/2016	04/06/2016	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
127.	06/01/2016	05/05/2016	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
128.	07/01/2016	06/06/2016	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
129.	08/01/2016	07/07/2016	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
130.	09/01/2016	08/04/2016	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
131.	10/01/2016	09/07/2016	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
132.	11/01/2016	10/06/2016	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
133.	12/01/2016	11/04/2016	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
134.	01/01/2017	12/06/2016	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
135.	02/01/2017	01/06/2017	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
136.	03/01/2017	02/06/2017	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
137.	04/01/2017	03/06/2017	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
138.	05/01/2017	04/06/2017	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
139.	06/01/2017	05/04/2017	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
140.	07/01/2017	06/06/2017	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
141.	08/01/2017	07/07/2017	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00

Paymt No.	Date Due	Date Paid	Total Payment	Interest	Principal	Fee Typ	Fee Amount	Deferred Amount	Deferred Int Balance	Balance
142.	09/01/2017	08/04/2017	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
143.	10/01/2017	09/07/2017	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
144.	11/01/2017	10/05/2017	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
145.	12/01/2017	11/03/2017	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
146.	01/01/2018	12/21/2017	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
147.	02/01/2018	01/05/2018	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
148.	03/01/2018	02/05/2018	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
149.	04/01/2018	03/06/2018	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
150.	05/01/2018	04/05/2018	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
151.	06/01/2018	05/04/2018	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
152.	07/01/2018	07/05/2018	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
153.	08/01/2018	08/03/2018	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
154.	09/01/2018	09/10/2018	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
155.	10/01/2018	10/03/2018	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
156.	11/01/2018	11/07/2018	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
157.	12/01/2018	12/05/2018	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
158.	01/01/2019	01/08/2019	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
159.	02/01/2019	02/05/2019	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
160.	03/01/2019	03/08/2019	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
161.	04/01/2019	04/04/2019	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
162.	05/01/2019	05/06/2019	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
163.	06/01/2019	06/17/2019	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
164.	07/01/2019	07/08/2019	11,709.79	11,012.46	0.00	MLT	697.33	0.00	0.00	2,290,000.00
165.	08/01/2019	08/08/2019	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
166.	09/01/2019	09/06/2019	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
167.	10/01/2019	10/10/2019	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
168.	11/01/2019	11/08/2019	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
169.	12/01/2019	12/06/2019	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
170.	01/01/2020	01/07/2020	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
171.	02/01/2020	02/06/2020	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
172.	03/01/2020	03/10/2020	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
173.	04/01/2020	04/07/2020	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
174.	05/01/2020	05/08/2020	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
175.	06/01/2020	06/05/2020	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
176.	07/01/2020	07/07/2020	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
177.	08/01/2020	08/07/2020	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
178.	09/01/2020	09/08/2020	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
179.	10/01/2020	10/09/2020	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
179.	10/01/2020	10/14/2020	477.08	0.00	0.00	SF	477.08	0.00	0.00	2,290,000.00

Paymt No.	Date Due	Date Paid	Total Payment	Interest	Principal	Fee Typ	Fee Amount	Deferred Amount	Deferred Int Balance	Balance
180.	11/01/2020	10/14/2020	2.23	2.23	0.00		0.00	0.00	0.00	2,290,000.00
180.	11/01/2020	11/05/2020	11,487.31	11,010.23	0.00	SF	477.08	0.00	0.00	2,290,000.00
181.	12/01/2020	12/08/2020	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
182.	01/01/2021	01/08/2021	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
183.	02/01/2021	01/08/2021	11,012.46	11,012.46	0.00		0.00	0.00	0.00	2,290,000.00
183.	02/01/2021	02/05/2021	477.08	0.00	0.00	SF	477.08	0.00	0.00	2,290,000.00
184.	03/01/2021	03/08/2021	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
185.	04/01/2021	04/07/2021	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
186.	05/01/2021	05/06/2021	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
187.	06/01/2021	06/09/2021	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
188.	07/01/2021	07/09/2021	11,487.21	11,012.46	0.00	SF	474.75	0.00	0.00	2,290,000.00
188.	07/01/2021	07/16/2021	2.33	0.00	0.00	SF	2.33	0.00	0.00	2,290,000.00
189.	08/01/2021	08/05/2021	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
190.	09/01/2021	09/08/2021	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
191.	10/01/2021	10/08/2021	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
192.	11/01/2021	11/08/2021	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
193.	12/01/2021	12/08/2021	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
194.	01/01/2022	01/07/2022	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
195.	02/01/2022	02/08/2022	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
196.	03/01/2022	03/08/2022	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
197.	04/01/2022	04/07/2022	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
198.	05/01/2022	05/06/2022	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
199.	06/01/2022	06/09/2022	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
200.	07/01/2022	07/07/2022	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
201.	08/01/2022	08/05/2022	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
202.	09/01/2022	09/09/2022	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
203.	10/01/2022	10/11/2022	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
204.	11/01/2022	11/09/2022	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
205.	12/01/2022	12/16/2022	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
206.	01/01/2023	01/11/2023	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
207.	02/01/2023	02/16/2023	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
208.	03/01/2023	03/07/2023	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
209.	04/01/2023	04/14/2023	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
210.	05/01/2023	05/09/2023	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
211.	06/01/2023	06/14/2023	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
212.	07/01/2023	07/11/2023	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
213.	08/01/2023	08/10/2023	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
214.	09/01/2023	09/11/2023	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
215.	10/01/2023	10/12/2023	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00

Illinois Housing Development Authority

--Run Date/Time--

05/28/2026 14:06

Paymt No.	Date Due	Date Paid	Total Payment	Interest	Principal	Fee Typ	Fee Amount	Deferred Amount	Deferred Int Balance	Balance
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216.	11/01/2023	11/07/2023	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
217.	12/01/2023	12/07/2023	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
218.	01/01/2024	01/10/2024	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
219.	02/01/2024	02/08/2024	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
220.	03/01/2024	03/08/2024	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
221.	04/01/2024	04/04/2024	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
222.	05/01/2024	05/07/2024	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
223.	06/01/2024	06/07/2024	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
224.	07/01/2024	07/08/2024	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
225.	08/01/2024	08/07/2024	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
226.	09/01/2024	09/11/2024	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
227.	10/01/2024	10/07/2024	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
228.	11/01/2024	11/07/2024	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
229.	12/01/2024	12/06/2024	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
230.	01/01/2025	01/10/2025	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
231.	02/01/2025	02/13/2025	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
232.	03/01/2025	03/05/2025	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
233.	04/01/2025	04/09/2025	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
234.	05/01/2025	05/07/2025	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
235.	06/01/2025	06/10/2025	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
236.	07/01/2025	07/08/2025	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
237.	08/01/2025	08/08/2025	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
238.	09/01/2025	09/08/2025	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
239.	10/01/2025	10/08/2025	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
240.	11/01/2025	11/07/2025	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
241.	12/01/2025	12/09/2025	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
242.	01/01/2026	01/09/2026	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
243.	02/01/2026	02/06/2026	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
244.	03/01/2026	03/09/2026	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
245.	04/01/2026	04/07/2026	11,489.54	11,012.46	0.00	SF	477.08	0.00	0.00	2,290,000.00
246.	05/01/2026	05/12/2026	25,970.86	11,012.46	14,958.40		0.00	0.00	0.00	2,275,041.60
Remaining Amortization										

247.	06/01/2026	/ /	25,970.86	10,940.52	15,030.34		0.00	0.00	0.00	2,260,011.26
248.	07/01/2026	/ /	25,970.86	10,868.24	15,102.62		0.00	0.00	0.00	2,244,908.64
249.	08/01/2026	/ /	25,970.86	10,795.62	15,175.24		0.00	0.00	0.00	2,229,733.40
250.	09/01/2026	/ /	25,970.86	10,722.64	15,248.22		0.00	0.00	0.00	2,214,485.18
251.	10/01/2026	/ /	25,970.86	10,649.31	15,321.55		0.00	0.00	0.00	2,199,163.63

Paymt No.	Date Due	Date Paid	Total Payment	Interest	Principal	Fee Typ	Fee Amount	Deferred Amount	Deferred Int Balance	Balance
252.	11/01/2026	/ /	25,970.86	10,575.63	15,395.23		0.00	0.00	0.00	2,183,768.40
253.	12/01/2026	/ /	25,970.86	10,501.60	15,469.26		0.00	0.00	0.00	2,168,299.14
* 2026 Totals			181,796.02	75,053.56	106,742.46		0.00	0.00		
254.	01/01/2027	/ /	25,970.86	10,427.21	15,543.65		0.00	0.00	0.00	2,152,755.49
255.	02/01/2027	/ /	25,970.86	10,352.46	15,618.40		0.00	0.00	0.00	2,137,137.09
256.	03/01/2027	/ /	25,970.86	10,277.35	15,693.51		0.00	0.00	0.00	2,121,443.58
257.	04/01/2027	/ /	25,970.86	10,201.88	15,768.98		0.00	0.00	0.00	2,105,674.60
258.	05/01/2027	/ /	25,970.86	10,126.05	15,844.81		0.00	0.00	0.00	2,089,829.79
259.	06/01/2027	/ /	25,970.86	10,049.85	15,921.01		0.00	0.00	0.00	2,073,908.78
260.	07/01/2027	/ /	25,970.86	9,973.29	15,997.57		0.00	0.00	0.00	2,057,911.21
261.	08/01/2027	/ /	25,970.86	9,896.36	16,074.50		0.00	0.00	0.00	2,041,836.71
262.	09/01/2027	/ /	25,970.86	9,819.06	16,151.80		0.00	0.00	0.00	2,025,684.91
263.	10/01/2027	/ /	25,970.86	9,741.38	16,229.48		0.00	0.00	0.00	2,009,455.43
264.	11/01/2027	/ /	25,970.86	9,663.34	16,307.52		0.00	0.00	0.00	1,993,147.91
265.	12/01/2027	/ /	25,970.86	9,584.92	16,385.94		0.00	0.00	0.00	1,976,761.97
* 2027 Totals			311,650.32	120,113.15	191,537.17		0.00	0.00		
266.	01/01/2028	/ /	25,970.86	9,506.12	16,464.74		0.00	0.00	0.00	1,960,297.23
267.	02/01/2028	/ /	25,970.86	9,426.94	16,543.92		0.00	0.00	0.00	1,943,753.31
268.	03/01/2028	/ /	25,970.86	9,347.38	16,623.48		0.00	0.00	0.00	1,927,129.83
269.	04/01/2028	/ /	25,970.86	9,267.44	16,703.42		0.00	0.00	0.00	1,910,426.41
270.	05/01/2028	/ /	25,970.86	9,187.11	16,783.75		0.00	0.00	0.00	1,893,642.66
271.	06/01/2028	/ /	25,970.86	9,106.40	16,864.46		0.00	0.00	0.00	1,876,778.20
272.	07/01/2028	/ /	25,970.86	9,025.30	16,945.56		0.00	0.00	0.00	1,859,832.64
273.	08/01/2028	/ /	25,970.86	8,943.81	17,027.05		0.00	0.00	0.00	1,842,805.59
274.	09/01/2028	/ /	25,970.86	8,861.93	17,108.93		0.00	0.00	0.00	1,825,696.66
275.	10/01/2028	/ /	25,970.86	8,779.65	17,191.21		0.00	0.00	0.00	1,808,505.45
276.	11/01/2028	/ /	25,970.86	8,696.98	17,273.88		0.00	0.00	0.00	1,791,231.57
277.	12/01/2028	/ /	25,970.86	8,613.91	17,356.95		0.00	0.00	0.00	1,773,874.62
* 2028 Totals			311,650.32	108,762.97	202,887.35		0.00	0.00		
278.	01/01/2029	/ /	25,970.86	8,530.44	17,440.42		0.00	0.00	0.00	1,756,434.20
279.	02/01/2029	/ /	25,970.86	8,446.57	17,524.29		0.00	0.00	0.00	1,738,909.91
280.	03/01/2029	/ /	25,970.86	8,362.30	17,608.56		0.00	0.00	0.00	1,721,301.35

Paymt No.	Date Due	Date Paid	Total Payment	Interest	Principal	Fee Typ	Fee Amount	Deferred Amount	Deferred Int Balance	Balance
281.	04/01/2029	/ /	25,970.86	8,277.62	17,693.24		0.00	0.00	0.00	1,703,608.11
282.	05/01/2029	/ /	25,970.86	8,192.54	17,778.32		0.00	0.00	0.00	1,685,829.79
283.	06/01/2029	/ /	25,970.86	8,107.04	17,863.82		0.00	0.00	0.00	1,667,965.97
284.	07/01/2029	/ /	25,970.86	8,021.14	17,949.72		0.00	0.00	0.00	1,650,016.25
285.	08/01/2029	/ /	25,970.86	7,934.82	18,036.04		0.00	0.00	0.00	1,631,980.21
286.	09/01/2029	/ /	25,970.86	7,848.08	18,122.78		0.00	0.00	0.00	1,613,857.43
287.	10/01/2029	/ /	25,970.86	7,760.93	18,209.93		0.00	0.00	0.00	1,595,647.50
288.	11/01/2029	/ /	25,970.86	7,673.36	18,297.50		0.00	0.00	0.00	1,577,350.00
289.	12/01/2029	/ /	25,970.86	7,585.37	18,385.49		0.00	0.00	0.00	1,558,964.51
* 2029 Totals			311,650.32	96,740.21	214,910.11		0.00	0.00		
290.	01/01/2030	/ /	25,970.86	7,496.96	18,473.90		0.00	0.00	0.00	1,540,490.61
291.	02/01/2030	/ /	25,970.86	7,408.12	18,562.74		0.00	0.00	0.00	1,521,927.87
292.	03/01/2030	/ /	25,970.86	7,318.85	18,652.01		0.00	0.00	0.00	1,503,275.86
293.	04/01/2030	/ /	25,970.86	7,229.15	18,741.71		0.00	0.00	0.00	1,484,534.15
294.	05/01/2030	/ /	25,970.86	7,139.03	18,831.83		0.00	0.00	0.00	1,465,702.32
295.	06/01/2030	/ /	25,970.86	7,048.46	18,922.40		0.00	0.00	0.00	1,446,779.92
296.	07/01/2030	/ /	25,970.86	6,957.47	19,013.39		0.00	0.00	0.00	1,427,766.53
297.	08/01/2030	/ /	25,970.86	6,866.03	19,104.83		0.00	0.00	0.00	1,408,661.70
298.	09/01/2030	/ /	25,970.86	6,774.16	19,196.70		0.00	0.00	0.00	1,389,465.00
299.	10/01/2030	/ /	25,970.86	6,681.84	19,289.02		0.00	0.00	0.00	1,370,175.98
300.	11/01/2030	/ /	25,970.86	6,589.08	19,381.78		0.00	0.00	0.00	1,350,794.20
301.	12/01/2030	/ /	25,970.86	6,495.88	19,474.98		0.00	0.00	0.00	1,331,319.22
* 2030 Totals			311,650.32	84,005.03	227,645.29		0.00	0.00		
302.	01/01/2031	/ /	25,970.86	6,402.23	19,568.63		0.00	0.00	0.00	1,311,750.59
303.	02/01/2031	/ /	25,970.86	6,308.12	19,662.74		0.00	0.00	0.00	1,292,087.85
304.	03/01/2031	/ /	25,970.86	6,213.56	19,757.30		0.00	0.00	0.00	1,272,330.55
305.	04/01/2031	/ /	25,970.86	6,118.55	19,852.31		0.00	0.00	0.00	1,252,478.24
306.	05/01/2031	/ /	25,970.86	6,023.08	19,947.78		0.00	0.00	0.00	1,232,530.46
307.	06/01/2031	/ /	25,970.86	5,927.16	20,043.70		0.00	0.00	0.00	1,212,486.76
308.	07/01/2031	/ /	25,970.86	5,830.77	20,140.09		0.00	0.00	0.00	1,192,346.67
309.	08/01/2031	/ /	25,970.86	5,733.92	20,236.94		0.00	0.00	0.00	1,172,109.73
310.	09/01/2031	/ /	25,970.86	5,636.60	20,334.26		0.00	0.00	0.00	1,151,775.47
311.	10/01/2031	/ /	25,970.86	5,538.81	20,432.05		0.00	0.00	0.00	1,131,343.42
312.	11/01/2031	/ /	25,970.86	5,440.56	20,530.30		0.00	0.00	0.00	1,110,813.12

Paymt No.	Date Due	Date Paid		Total Payment	Interest	Principal	Fee Typ	Fee Amount	Deferred Amount	Deferred Int Balance	Balance
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313.	12/01/2031	/	/	25,970.86	5,341.83	20,629.03		0.00	0.00	0.00	1,090,184.09
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*	2031 Totals			311,650.32	70,515.19	241,135.13		0.00	0.00		
314.	01/01/2032	/	/	25,970.86	5,242.62	20,728.24		0.00	0.00	0.00	1,069,455.85
315.	02/01/2032	/	/	25,970.86	5,142.94	20,827.92		0.00	0.00	0.00	1,048,627.93
316.	03/01/2032	/	/	25,970.86	5,042.78	20,928.08		0.00	0.00	0.00	1,027,699.85
317.	04/01/2032	/	/	25,970.86	4,942.14	21,028.72		0.00	0.00	0.00	1,006,671.13
318.	05/01/2032	/	/	25,970.86	4,841.01	21,129.85		0.00	0.00	0.00	985,541.28
319.	06/01/2032	/	/	25,970.86	4,739.40	21,231.46		0.00	0.00	0.00	964,309.82
320.	07/01/2032	/	/	25,970.86	4,637.30	21,333.56		0.00	0.00	0.00	942,976.26
321.	08/01/2032	/	/	25,970.86	4,534.71	21,436.15		0.00	0.00	0.00	921,540.11
322.	09/01/2032	/	/	25,970.86	4,431.62	21,539.24		0.00	0.00	0.00	900,000.87
323.	10/01/2032	/	/	25,970.86	4,328.04	21,642.82		0.00	0.00	0.00	878,358.05
324.	11/01/2032	/	/	25,970.86	4,223.97	21,746.89		0.00	0.00	0.00	856,611.16
325.	12/01/2032	/	/	25,970.86	4,119.39	21,851.47		0.00	0.00	0.00	834,759.69
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*	2032 Totals			311,650.32	56,225.92	255,424.40		0.00	0.00		
326.	01/01/2033	/	/	25,970.86	4,014.30	21,956.56		0.00	0.00	0.00	812,803.13
327.	02/01/2033	/	/	25,970.86	3,908.72	22,062.14		0.00	0.00	0.00	790,740.99
328.	03/01/2033	/	/	25,970.86	3,802.62	22,168.24		0.00	0.00	0.00	768,572.75
329.	04/01/2033	/	/	25,970.86	3,696.02	22,274.84		0.00	0.00	0.00	746,297.91
330.	05/01/2033	/	/	25,970.86	3,588.90	22,381.96		0.00	0.00	0.00	723,915.95
331.	06/01/2033	/	/	25,970.86	3,481.26	22,489.60		0.00	0.00	0.00	701,426.35
332.	07/01/2033	/	/	25,970.86	3,373.11	22,597.75		0.00	0.00	0.00	678,828.60
333.	08/01/2033	/	/	25,970.86	3,264.44	22,706.42		0.00	0.00	0.00	656,122.18
334.	09/01/2033	/	/	25,970.86	3,155.25	22,815.61		0.00	0.00	0.00	633,306.57
335.	10/01/2033	/	/	25,970.86	3,045.53	22,925.33		0.00	0.00	0.00	610,381.24
336.	11/01/2033	/	/	25,970.86	2,935.28	23,035.58		0.00	0.00	0.00	587,345.66
337.	12/01/2033	/	/	25,970.86	2,824.51	23,146.35		0.00	0.00	0.00	564,199.31
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*	2033 Totals			311,650.32	41,089.94	270,560.38		0.00	0.00		
338.	01/01/2034	/	/	25,970.86	2,713.20	23,257.66		0.00	0.00	0.00	540,941.65
339.	02/01/2034	/	/	25,970.86	2,601.35	23,369.51		0.00	0.00	0.00	517,572.14
340.	03/01/2034	/	/	25,970.86	2,488.97	23,481.89		0.00	0.00	0.00	494,090.25
341.	04/01/2034	/	/	25,970.86	2,376.05	23,594.81		0.00	0.00	0.00	470,495.44

Paymt No.	Date Due	Date Paid	Total Payment	Interest	Principal	Fee Typ	Fee Amount	Deferred Amount	Deferred Int Balance	Balance
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342.	05/01/2034	/ /	25,970.86	2,262.58	23,708.28		0.00	0.00	0.00	446,787.16
343.	06/01/2034	/ /	25,970.86	2,148.57	23,822.29		0.00	0.00	0.00	422,964.87
344.	07/01/2034	/ /	25,970.86	2,034.01	23,936.85		0.00	0.00	0.00	399,028.02
345.	08/01/2034	/ /	25,970.86	1,918.90	24,051.96		0.00	0.00	0.00	374,976.06
346.	09/01/2034	/ /	25,970.86	1,803.23	24,167.63		0.00	0.00	0.00	350,808.43
347.	10/01/2034	/ /	25,970.86	1,687.01	24,283.85		0.00	0.00	0.00	326,524.58
348.	11/01/2034	/ /	25,970.86	1,570.23	24,400.63		0.00	0.00	0.00	302,123.95
349.	12/01/2034	/ /	25,970.86	1,452.89	24,517.97		0.00	0.00	0.00	277,605.98
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*	2034 Totals		311,650.32	25,056.99	286,593.33		0.00	0.00		
350.	01/01/2035	/ /	25,970.86	1,334.99	24,635.87		0.00	0.00	0.00	252,970.11
351.	02/01/2035	/ /	25,970.86	1,216.52	24,754.34		0.00	0.00	0.00	228,215.77
352.	03/01/2035	/ /	25,970.86	1,097.47	24,873.39		0.00	0.00	0.00	203,342.38
353.	04/01/2035	/ /	25,970.86	977.86	24,993.00		0.00	0.00	0.00	178,349.38
354.	05/01/2035	/ /	25,970.86	857.67	25,113.19		0.00	0.00	0.00	153,236.19
355.	06/01/2035	/ /	25,970.86	736.90	25,233.96		0.00	0.00	0.00	128,002.23
356.	07/01/2035	/ /	25,970.86	615.55	25,355.31		0.00	0.00	0.00	102,646.92
357.	08/01/2035	/ /	25,970.86	493.62	25,477.24		0.00	0.00	0.00	77,169.68
358.	09/01/2035	/ /	25,970.86	371.10	25,599.76		0.00	0.00	0.00	51,569.92
359.	10/01/2035	/ /	25,970.86	248.00	25,722.86		0.00	0.00	0.00	25,847.06
360.	11/01/2035	/ /	25,971.36	124.30	25,847.06		0.00	0.00	0.00	0.00
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*	2035 Totals		285,679.96	8,073.98	277,605.98		0.00	0.00		

Application Review
Third AMENDED Final Housing Plan
The Bowery Townhomes
1700 Old Deerfield Rd. (former Solo Cup Site)
Consideration by the Housing Commission
June 3, 2026

City of Highland Park
Department of Community Development

1700 Old Deerfield Rd.
THIRD AMENDED Final Inclusionary Housing Application Review
June 3, 2026 *pg. 1*

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Background

The following provides staff's review of the applicant's final affordable housing plan for the proposed development at 1700 Old Deerfield Rd (the "**Property**"), which has long been referred to as the 'Solo Cup' site. The development is comprised of all townhomes and is approximately 28.6 acres and was originally zoned I Light Industry; though, the Applicant has requested rezoning to RM1 Medium to High Density Multiple-Family Zoning District where the townhome units are proposed.

The Preliminary review occurred at the [April 2nd Housing Commission](#) meeting in 2025, where the commission voted to approve the preliminary inclusionary plan and directed Staff to draft Findings for a Final Inclusionary Plan, which was approved at the [July 2nd Housing Commission](#) meeting in 2025. The Final Inclusionary Plan was then amended at the [August 6th Housing Commission](#) meeting in 2025 when the applicant (Habitat Company, LLC) changed the development unit total from 240 to 232. In doing so, that reduced the inclusionary unit total from 36 to 35. The Final Inclusionary Plan was amended a second time at the [October 8th Housing Commission](#) meeting in 2025 to decrease the unit total from 232 to 227 and the inclusionary total from 35 to 34.

The applicant is before the Commission again to request a third amendment to the Final Inclusionary Plan. The Applicant, Habitat, who has recently partnered with HDC M/I HP Venture, LLC for this development, is now proposing all three-bedroom units instead of a mix of two- and three-bedroom units for this development. They're also proposing this site offer exclusively for-sale units instead of a mix of for-sale and rental units. The Applicant also finalized the development's official name: The Bowery.

For ease of reference and consideration, this document is organized by section of the City's Code related to inclusionary housing. It provides excerpts of that Code and staff's review comments to aid the Commission in its deliberations.¹ Throughout this document words in italics are excerpts from the City Code itself and those in **blue** represent staff's comments from their most recent Inclusionary Housing Final Plan approval at the October 2025 Housing Commission meetings while the comments in **red** signify the changes from the current submitted amendment².

Sec. 150.2105 - Covered Development Projects.

10/8/25: Pursuant to Section 150.2105, the proposed 227 unit³ multi-family residential development is a covered development subject to the provisions of Article 21.

Current: No change to the unit count. Remaining 227 units.

(A) General. The provisions of this Code shall apply to all developments that result in or contain five or more residential dwelling units. [...]

Sec. 150.2135 - Application and Inclusionary Housing Plan.

¹ As most recently amended on October 28, 2019 by Ordinance O72-2019.

² To see comments from the April and August 2025 Housing Commission meetings, please see the hyperlinks above.

³ Including market rate unit bonuses.

1700 Old Deerfield Rd.

THIRD AMENDED Final Inclusionary Housing Application Review

June 3, 2026

pg. 3

The Applicant has provided a preliminary affordable housing application in accordance with Sec. 150.2135 as required (see attached Inclusionary Housing Plan). The following provides an excerpt of this Section for reference.

(A) Application. *For all covered development projects, the Applicant shall file an application for approval thereof on a form provided and required by the City. The application shall require, and the Applicant shall provide, among other things, general information about the nature and scope of the covered development, as well as such other documents and information as the Director of the City's Department of Community Development, or his or her designee ("Director"), may require. The Director shall also have the authority to require, as part of the application submittal, such portions of the inclusionary housing plan required under Section 150.2135(B) of this Code as the Director shall deem necessary to properly evaluate the proposed covered development under the requirements and provisions of this Code.*

(B) Inclusionary Housing Plan. *As part of the approval of a covered development project, the Applicant shall present to the Housing Commission and the City Council an inclusionary housing plan that outlines and specifies the covered development's compliance with each of the applicable requirements of this Code, in accordance with the following:*

(1) Required Submittals for Inclusionary Housing Plan. *The plan shall specifically contain, at a minimum, the following information regarding the covered development project; (1) Required Submittals for Inclusionary Housing Plan. The plan shall specifically contain, at a minimum, the following information regarding the covered development project;*

(a) Preliminary Plan.

- (i) A general description of the development, including whether the development will contain rental units or individually owned units, or both;*
- (ii) The total number of market rate units and affordable units in the development;*
- (iii) The total number of attached and detached residential units;*
- (iv) The number of bedrooms in each market rate unit and each affordable unit;*
- (v) The area of each market rate unit and each affordable unit;*
- (vi) The location within any multiple-family residential structure and any single-family residential development of each market rate unit and each affordable unit.*
- (vii) Floor plans for each affordable unit;*

- (viii) *The amenities that will be provided to and within each market rate unit and affordable unit; and*
- (ix) *The pricing for each market rate unit and each affordable housing unit.*

The Applicant has provided a complete final affordable housing plan and application in accordance with Sec. 150.2135 as required. (See attached Inclusionary Housing Plan.) The following provides an excerpt of the Section for reference.

Sec. 150.2135 (B)(2)(a)(i) Inclusionary Housing Plan Review Procedure.

The following provides the review procedure for the Commission's consideration of a preliminary application and a final application as set forth by City Code. Amendments to final applications still follow the procedures set forth by City Code.

(a) Preliminary Plan

(i) Housing Commission Review. *Within 60 days after the filing of a complete preliminary Inclusionary Housing Plan, the Housing Commission shall review the Inclusionary Housing Plan, and shall recommend either the approval (with or without modifications) or the rejection of the Inclusionary Housing Plan. The Housing Commission shall transmit its findings of fact and recommendation to the City Council. The failure of the Housing Commission to provide a recommendation within such 60 day period, or such further time to which the applicant may, in writing, agree, shall be deemed a recommendation against the approval of the Inclusionary Housing Plan.*

(b) Final Plan.

(i) Housing Commission Review. *Within 60 days after the filing of a complete final Inclusionary Housing Plan, the Housing Commission shall review the Inclusionary Housing Plan, and shall recommend either the approval (with or without modifications) or the rejection of the Inclusionary Housing Plan. The Housing Commission shall transmit its findings of fact and recommendation to the City Council. The failure of the Housing Commission to provide a recommendation within such 60 day period, or such further time to which the applicant may, in writing, agree, shall be deemed a recommendation against the approval of the Inclusionary Housing Plan.*

The following provides the review procedure for the Commission's consideration of a final application as set forth by City Code. Should the Housing Commission recommend approval of the final application the

recommendation and plan will be forwarded to the City Council for their consideration.

The final plan amendment submittal proposes changes to the project scope for this development, the Bowery.

Summary of Consideration

10/8/25: The total number of units were further reduced from 232 to 227. As a result, the inclusionary unit requirement was reduced from 36.2 to 35.2. The number of provided inclusionary units was reduced from 35 to 34. The number of units requested to be provided by cash payment-in-lieu will remain the same at 1.2.

Current: The total number of units and inclusionary units remains the same. The Applicant intends to now propose *only* three-bedroom units and for-sale units. Their past inclusionary approvals included a mix of two- and three-bedroom units, as well as a mix of for-sale and rental units.

Recommendation

Current: Staff recommend that the Commission make a recommendation of approval of the third amended Final Inclusionary Housing Plan and amended findings of fact at the end of this report.

Analysis of Requirements & Standards

The following analyzes the proposal regarding the applicable aspects of the City Code. It begins with a review of the provision of affordable housing units

Sec. 150.2115 – Provision of Affordable Housing Units.

10/8/2025: Non-Compliant. The second amended final plan maintained the same 1.2 inclusionary unit relief, which the Commission made a recommendation of approval to Council at the August 6th HC meeting.

Current: Non-Compliant, Approved: At the Feb. 9th, 2026 City Council meeting, the Council adopted documents approving the development and its requests for relief. One of the requests was to omit 1.2 units from the required 35.2 inclusionary units on-site. The current amendment does not affect their requested, and approved, relief for 1.2 inclusionary units.

(A) Calculation of Units Required. Unless an exception is approved pursuant to Sections 150.2120, 150.2125, or 150.2130 of this Code, the applicant for a covered development project must satisfy the requirements of this Article XXI by providing affordable housing units within the development, calculated as follows:

(1) The applicant must identify the number of dwelling units proposed to be constructed as part of the covered development project, which quantity must comply with the applicable regulations set forth in Article VII of this Chapter 150 and the other applicable building and zoning regulations of this Code.

(2) Of the quantity of dwelling units identified pursuant to Section 150.2115(A)(1) of this Code, 20 percent must be designated as affordable housing units. If the 20 percent calculation performed pursuant to this Section 150.2115(A)(2) yields a fractional number, the applicant must either: (a) provide a full affordable housing unit; or (b) pay a fee-in-lieu for that fractional unit, in the corresponding fractional amount of the per unit payment amount established pursuant to Section 150.2125(B) of this Code.

(3) The applicant may then incorporate 1.5 additional dwelling units into the covered development project for each affordable unit provided pursuant to this Section 150.2115 (i.e. the applicant may incorporate the additional dwelling units, notwithstanding the number identified pursuant to Section 150.2115(A)(1) of this Code or any maximum density regulation set forth in another provision of this Code).

Final Approval (10/8/25) and CURRENT 1700 Old Deerfield Rd. Calculation of Affordable Units Requirements		Row	
		Calc.	Name
Proposed Units before Mrkt Rate Unit Bonus	176	Given	A
On-Site Affordable units (included in base Above)	34	A+D	B
Market Rate Unit Bonus	51	Given	C
Total Units (Mrkt & Affordable w Mrkt Rate Bonus)	227	C*1.5	D
Proportion of Units Required to be Affordable	20%	Code	E
Total Affordable Housing Units Required	35.2	A*E	H
Units by Cash Payment In-Lieu	1.2	F-C	I
Total Cash Payment In-Lieu	\$222,480	G*\$125K	J
Effective Rate of Affordable Units	15.5%	F/B	F
Proportion of Total Units that are Affordable	15.0%	C/B	G

Current: There are no proposed amended changes to the inclusionary requirement for this development. As seen the inclusionary calculator table immediately above, all numbers are highlighted in green, indicating no changes from the most recent final approval in October 2025. Any changes to the requirements approved from the final plan would have been highlighted in yellow.

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Sec. 150.2125 - Cash Payment in-Lieu of Affordable Housing Units.

10/8/25: The second amended final plan maintains the same cash payment-in-lieu request for 1.2 units included in the final inclusionary plan approval from the August 6th HC meeting.

Current: The Applicant's third amendment to the Final Inclusionary plan does not propose to change the cash payment-in-lieu amount of \$222,480. To reiterate, this amount was recommended for approval by the Housing Commission and ultimately approved by City Council as part of their Planned Development (PUD) approval for this entire development.

(A) General Applicability. The applicant may make a cash payment in lieu of constructing some or all of the required affordable housing units otherwise required pursuant to Section 150.2115 of this Code, but only if either: [...] or **(2) the City Council approves such payment, after consideration of a recommendation from the Housing Commission, and after making a determination that such a payment will further affordable housing opportunities in the City to an equal or greater extent than through provision of affordable units pursuant to Section 150.2115 of this Code.**

(B) Amount and Use of Cash in Lieu. [...] For all other covered developments, the per unit payment amount shall be not less than the amount set forth in the City's Annual Fee Resolution. The minimum per unit amount shall be determined by the City Council, based upon an estimate of the cost of providing an affordable housing unit, and shall be reviewed and modified periodically by the City Council. All cash payments received pursuant to this Article shall be deposited directly into the Affordable Housing Trust Fund for purposes authorized under Section 33.1133 of this Code.

(C) Calculation. The total in lieu payment amount shall be equal to the per unit amount established by the City pursuant to Section 150.2125(B) of this Code multiplied by 20 percent of the number of units proposed in the covered development, less the per unit amount multiplied by the number of affordable housing units actually provided by the applicant pursuant to Section 150.2115 of this Code.

Sec. 150.2150 - Integration of Affordable Housing Units.

(A) Location of Affordable Housing Units. Affordable housing units shall be dispersed among the market rate units throughout the covered development.

10/8/2025: Non-Compliant. The second amended final plan still requires a Departure from the code for this provision because there are still multiple

building type assemblies that don't have an inclusionary unit. The same building types (#3, 6, 7, & 8) do not have any inclusionary units. One building was removed due to the unit reduction and the number of residential buildings decreased from 49 to 48. Since there are now only 34 inclusionary units, there cannot be an equal distribution of one inclusionary unit per building, since no building has two or more inclusionary units located within the structure.

Current: Non-Compliant, Approved. Consistent with their Oct. 8th HC approval, building type assemblies #3, 6, 7 & 8 do not have inclusionary units (see Attachment 2 Construction Phasing Plan) while building types #1, 2, 4 & 5 do have inclusionary units. A Departure from the Code for this provision is not required at this time, as it is not part of the Applicant's emended scope.

(B) Phasing of Construction. *The inclusionary housing plan and the development agreement shall include a phasing plan that provides for the timely and integrated development of the affordable housing units as the covered development project is built out. The phasing plan shall provide for the development of the affordable housing units concurrently with the market rate units. [...] The phasing plan shall also provide that the affordable housing units shall not be the last units to be built in any covered development.*

10/8/25: The second amended Phasing plan includes the updated site design layout. Each of the 3 phases include multiple inclusionary units. Compliant.

Current: Compliant. The Applicant amended their Construction Phasing plan to reduce the number of phases from 3 to 2. 71 units (31%) will be built in Phase 1 while the remaining 156 units (69%) will be built in Phase 2. Only 11 inclusionary units (32% of incl. units) will be included in Phase 1. The remaining 23 (68%) inclusionary units are shown in Phase 2. Although Phase 2 contains double the amount of inclusionary units than Phase 1, it matches the ratio for the market-rate units.⁴ 60 market-rate units of all market-rate units (31%) will be built in Phase 1 while 133 of the remaining market-rate units (69%) will be built in Phase 2.

(C) Exterior Appearance. *The exterior appearance of the affordable housing units in any covered development shall be visually compatible with the market rate units in the development. External building materials and finishes shall be substantially the same in type and quality for affordable housing units as for market rate units.*

10/8/25: Compliant. The design has not changed since the last amended final inclusionary plan.

Current: Compliant. The design has not changed since the Final Inclusionary plan approved Oct. 2025.

(D) Unit Amenities. *Amenities that are provided with a market rate unit shall also be provided with the affordable units. For purposes of this Section 150.2150(D), "amenities"*

⁴ The Applicant indicated in their project narrative (see Exhibit 1) that the market will dictate whether the property is built in one, two or multiple phases. Right now, it is planned for 2 phases.

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shall include, without limitation, basements, front porches, storage lockers, balconies, roof decks, outdoor patios, off-street parking, enclosed parking, appliances, and similar unit features and additions. Specially, and without limitation of the foregoing, the development must comply with the following:

10/8/25: Compliant. The second amended final plan has not changed the proposed unit amenities in the inclusionary units.

Current: Compliant: The Applicant proposes no changes to the unit amenities as part of their amended scope.

(1) Parking Amenities. *One parking space per affordable unit must be included in the rent and without any additional charge to the tenant. Additional parking spaces must be made available in the same manner and using the same method for allocation for the market rate units. Premium parking spaces, such as indoor parking, shall not be required to be allocated to the affordable units free of charge, provided that required parking is provided elsewhere on the site.*

10/8/25: The second amended plan does not affect the parking amenities. Each market rate and inclusionary unit will include two parking spaces in attached garage. Compliant

Current: Compliant. The Applicant is not proposing any changes to the parking amenities for the inclusionary units.

(2) Storage Amenities. *To the extent that storage is allocated to all market rate units within a development, similar storage space must be allocated to all affordable units and included in the rent without additional charge to the tenant. If storage space is not allocated to all units due to insufficient ratio of storage space to residential units, then the affordable units should have access to storage in the same manner as do the market rate units, at a cost discounted by the ratio of the affordable unit's rent to the equivalent size unit's market rent.*

10/8/2025: No changes to storage amenities made in second amended plan. Market and inclusionary units will have storage space within units. Compliant.

Current: Compliant. The Applicant does not propose any changes to the storage amenities.

(E) Interior Appearance and Finishes. *Affordable housing units may differ from market rate units with regard to interior finishes and gross floor area, provided that:*

10/8/25: No changes to the interior appearance and finishes in second amended plan.

Current: Compliant. The Applicant's provided an attachment that includes the list of included features, amenities, and appliances (see Exhibit 3). All items listed will be included in both inclusionary and market-rate units.

(1) The bedroom mix of affordable units shall be in equal proportion to the bedroom mix of the market rate units.

10/8/25: The applicant is providing 12 2-bedroom units and 22 3-bedroom units. The bedroom mix for the affordable units is equal in proportion to the bedroom mix of the market rate units as required by this Sec. 150.2150(E)(1) of the Code.

Current: The Applicant is altering the bedroom mix. Instead of providing a mix of two- and three-bedroom units, the Applicant is now proposing all three-bedroom units on-site. This change applies to all units, not just inclusionary units.

Distribution of Affordable Units by Type Proposed vs. Required – Second Amended							
	Proposed by Applicant				Required		
Unit Type	Total # of Units	Sub-Total Mkt Rate Units	Proportion of Mkt Rate Units by Type	Sub-Total Affordable Units	Proportion of Affordable Units Provided	# of Affordable Units Required	Proposed vs. Required
2 bed	63	51	26%	12	35%	8.98	3.02
3 bed	164	142	74%	22	65%	25.02	-3.02
TOTAL	227	193	100%	34	100%	35	0.00

Distribution of Affordable Units by Type Proposed vs. Required – CURRENT							
	Proposed by Applicant				Required		
Unit Type	Total # of Units	Sub-Total Mkt Rate Units	Proportion of Mkt Rate Units by Type	Sub-Total Affordable Units	Proportion of Affordable Units Provided	# of Affordable Units Required	Proposed vs. Required
3 bed	227	193	100%	34	100%	34	0.00
TOTAL	227	193	100%	34	100%	34	0.00

10/8/25: Non-Compliant: The second amended plan yields a higher distribution. This is due to the increase in affordable two-unit bedrooms (by 1 unit) and the decrease in 3-bedroom units (by 2). Although these differences are minor, they do not reflect an even distribution with the ratio of 2-bedrooms to 3-bedrooms for the market-rate units. However, due to the amount of inclusionary units this development will yield, Staff recommends that this departure be approved by the Commission.

Current: Compliant. The Applicant's proposed amendment to their Final Inclusionary Plan removes the bedroom mix proportion Departure previously approved. If all units provided on-site are three-bedroom units, then the bedroom mix proportion is automatically even between inclusionary and market-rate units.

(2) The differences between the affordable housing units and the market rate units shall not include improvements related to energy efficiency, including mechanical equipment and plumbing, insulation, windows, and heating and cooling systems.

10/8/25: No changes in the second amended plan.

Current: Compliant. No changes to Final Inclusionary plan approved Oct. 8th, 2025.

*(3) The interior gross floor area for the affordable housing units shall be **no less than the lesser of***

(a) 75 percent of the gross floor area of market rate units with a comparable number of bedrooms, or

(b) the minimum size requirements outlined in the table below; provided, however, that interior gross floor area shall not include areas devoted to vertical circulation, basements, off-street parking, lockers and similar storage areas, and mechanical rooms.” [...]

10/8/25: Compliant. No changes to floor area for inclusionary or market rate units in second amended plan.

Current: Compliant. The floor area requirement is still in compliance.

APPROVED OCT. 8, 2025

Proposed Affordable Unit Type	Total Number of Unit Type	AMI	Affordable Unit Area Proposed	Minimum Area Required per Sec. 2150(E)(3)(b)	75% of Average Market rate unit size per Sec. 2150(E)(3)(a)
2-bed	12	TBD	2,184	1,000	1,638
3-bed	22	TBD	2,223	1,350	1,923

Source: Application. Note last column calculated by staff. Measurements above in square feet.

Average Area (in SF) of Market Rate Units by Type, including Rent Range:

Unit Type (bedrooms)	Total # of Mkt Rate Units	Avg. Unit Area	Proposed Rent Range
2	51	2,184	See below
3	142	2,564	See below

Source: Application. Average Unit Area calculated by staff with data from application and incorporates attached garage.

CURRENT

Proposed Affordable Unit Type	Total Number of Unit Type	AMI	Affordable Unit Area Proposed	Minimum Area Required per Sec. 2150(E)(3)(b)	75% of Average Market rate unit size per
3-bed	34	65% or 100%	2,137	1,350	1,785

Source: Application. Note last column calculated by staff. Measurements above in square feet.

Average Area (in SF) of Market Rate Units by Type, including Rent Range:

Unit Type (bedrooms)	Total # of Mkt Rate Units	Avg. Unit Area	Proposed Rent Range
3	193	2,381	See below

Source: Application. Average Unit Area calculated by staff with data from application and incorporates attached garage.

Sec. 150.2155 -Target Income Levels for Affordable Housing Units.

See full breakdown of Target Income Levels from *all* prior Housing Commission meetings with approved inclusionary plans for this site:

- **4/2/25: To Be Determined. The Applicant will need to provide this information.**

Final Plan:

8/6/25: Non-Compliant for Rental units and Compliant for For-Sale units.

The Applicant is proposing either all rental, all ownership, or a blend of inclusionary rental units and inclusionary for-sale units. There will still be 36 total inclusionary units provided, with 10 two-bedroom units and 26 three-bedroom units. However, the Applicant is requesting to not specify a number of rental vs. ownership at this time due to unknown market demands for either unit type. The Applicant is requesting flexibility to allow for the units to be sold or rented as the market allows. Staff met with the Applicant to agree on some sort of

structure that would allow for this proposal to be approved with an unspecified number of rental vs. ownership units.

Thus, the Applicant agreed on the following proportion breakdown for of rental units:

- At least one-third (33%) of all 2-bedroom and 3-bedroom rental units will be rented at 45% AMI.
- The remaining two-third (66%) of the rental 2-bedroom and 3-bedroom units will be rented at 60% AMI.

Providing a majority of rental units at 60% AMI offers more affordability than what is required per code. The first unit to be rented will be rented at 45% AMI, and then the rest will follow the proposed proportion above.

The Applicant is requesting 60% AMI, which is not permitted by-right in the Inclusionary code. The Commission does not have the authority to approve a different AMI request via a Departure from the code. This change is approved through a modification via the final Planned Development approval, which ultimately requires City Council approval and adoption. The submitted narrative identifies the 2025 rents to be charged for the rental units at 45% & 60% AMI (dependent on bedroom type). The rents will likely change when the units are ready to come online in 2026-27. The table below outlines the proposed breakdown.

8/6/25: Amended plan does not change plan for Rental AMI distributions.

10/8/25: Second Amended plan does not change plan for Rental AMI distributions, as seen below:

Proposed Distribution of Units RENTAL by Income Tier w/Required Distribution by Unit Type				
	Income Tier (AMI)			
Unit Type (bed)	45%	60%	100%	Distribution by Unit Type
2	1/3 of 2BR Rental units	2/3 of 2BR Rental units	0	TBD
3	1/3 of 3BR Rental units	2/3 of 3BR Rental units	0	TBD
Distribution by Income	TBD (33%)	TBD (66%)	0 (0%)	

Current: No Rental units proposed as part of amendment. The above rental unit distribution structure (approved as part of PUD by Council) is no longer applicable for this project. Compliant.

For-Sale Distribution of Units Breakdown

7/2/25: With respect to the for-sale units, the Applicant is also proposing that the Commission consider and approve an unspecified number of for-sale units. However, the for-sale units will follow the Inclusionary Code requirement of for-sale units listed in Sec. 150.2155(A). No less than 50% of all for-sale units shall be sold to income-qualified households at 65% AMI and the remaining units shall be sold to households at 100% AMI.

This proposal does not require a modification from the code, since it meets the AMI target requirement.

The table below outlines the proportion that meets code, although the number of total for-sale 2-bedroom and 3-bedroom units remain unspecified at this time.

8/6/25: Amended plan does not change plan for For-Sale AMI distributions.

10/8/25: Second Amended plan does not change plan for For-Sale AMI distributions, as seen below:

Approved Oct. 8, 2025 Distribution of Units FOR-SALE by Income Tier w/Required Distribution by Unit Type				
	Income Tier (AMI)			
Unit Type (bed)	45%	65%	100%	Distribution by Unit Type
2	None	1/2 of 2BR for-sale units	1/2 of 2BR for-sale units	TBD
3	None	1/2 of 3BR for-sale units	1/2 of 3BR for-sale units	TBD
Distribution by Income	TBD (0%)	TBD (50%)	TBD (50%)	

Current: Compliant. The only proposed changes to the for-sale unit distribution is the removal of two-bedroom units. The below table indicates an even 50-50 split between all inclusionary units being sold at either 65% AMI or 100% AMI.

CURRENT Distribution of Units FOR-SALE by Income Tier w/Required Distribution by Unit Type				
	Income Tier (AMI)			
Unit Type (bed)	45%	65%	100%	Distribution by Unit Type
3	None	1/2 of 3BR for-sale units	1/2 of 3BR for-sale units	TBD
Distribution by Income	TBD (0%)	TBD (50%)	TBD (50%)	

Sec. 150.2155(A) For-Sale Affordable Housing Units. In covered development projects that contain for-sale units, at least one affordable housing unit and no less than 50 percent of the affordable housing units shall be sold to low-income households at a price, as determined pursuant to Section 150.2155(C) of this Code, that, on average, is affordable to a household with an annual income that is 65 percent of area median income. Any remaining affordable units shall be sold to moderate-income households at a price, as determined pursuant to Section 150.2155(C) of this Code, that, on average, is affordable to a household with an annual income that is 100 percent of area median income. The owner shall execute and record any documents required by Section 150.2140 of this Code to ensure compliance with this Section 150.2155(A).

Sec. 150.2155(B) Rental of Affordable Housing Units. In covered development projects that contain rental units: (i) no less than 33 percent of the affordable housing units shall be rented or leased to households with gross incomes from zero percent to 50 percent of the Chicago area median income at a price, as determined pursuant to Section 150.2155(o) of this Code, that, on average, is affordable to a household with an annual income that is 45 percent of area median income; (ii) no less than 33 percent of the affordable housing units shall be rented or leased to households with gross incomes between 51 percent and 80 percent of the Chicago area median income at a price, as determined pursuant to Section 150.2155(o) of this Code, that, on average, is affordable to a household with an annual income that is 65 percent of area median income; and (iii) no more than 33 percent of the affordable housing units shall be rented or leased to households with gross incomes between 81 percent and 120 percent of the Chicago area median income at a price, as determined pursuant to Section 150.2155(o) of this Code, that, on average, is affordable to a household with an annual income that is 100 percent of area median income. **If fewer than three affordable units will be provided, such units shall be rented or leased to low-income households at a price, as determined pursuant to Section 150.2155(o) of this Code that does not exceed what is affordable to a household with an annual income that is 65 percent of area median income.**

Sec. 150.2165 - Marketing of the Affordable Housing Units.

10/8/2025: Second amended plan does not change marketing plan.

Current: No proposed changes to marketing plan.

(A) Good Faith Marketing Required. All sellers and lessors of affordable units are responsible for marketing the affordable units, and shall engage in good faith marketing efforts to inform members of the public who are qualified to purchase or rent affordable units of the availability of such units for sale or rent. Prior to the initiation of public marketing efforts to sell or lease an affordable housing unit, the seller or lessor thereof shall submit to the Director of Community Development a description of the marketing plan that the applicant proposes to utilize and implement to promote the sale or rental of the affordable units within the development to the appropriate income groups.

(B) City Assistance with Marketing. At the applicant's request, the City or its designee shall assist the applicant in marketing the affordable housing units to eligible households, for an additional charge to be determined by the City.

Sec. 150.2170 - Period of Affordability.

10/8/25: Second amended plan does not change units' status of affordability in perpetuity.

Current: Units will remain affordable in perpetuity. No changes.

(A) Sale of Affordable Housing Units. In covered developments that contain for-sale units, affordable housing units shall be resold to low and moderate income households for so long as the units are used for residential purposes, in perpetuity or as long as permissible by law. The owner shall execute and record any documents required by Section 150.2140 of this Code to ensure compliance with this Section 150.2170(A).

Sec. 150.2175 - Affordability Controls.

The following section is provided for the Commission's reference regarding affordability controls. The applicant will comply with these requirements.

(A) For-Sale Affordable Housing Units.

- (1) Housing Commission Purchases.** The Housing Commission, or a not-for-profit agency designated by the Housing Commission, shall have the pre-emptive option and right, but not an obligation, to purchase each of the for-sale affordable housing units prior to any sale of any such unit. If the City, or the designated not-for-profit, exercises the option and purchases the affordable housing unit, the affordable housing unit shall be subject to such documents deemed necessary by the City, including, without limitation, restrictive covenants and other related instruments, to ensure the continued affordability of the affordable housing units in accordance with this Article. Such documentation shall include the provisions of this Code and shall provide, at a minimum, each of the following:

(a) The calculated maximum resale price is an upper limit, but shall not be construed as a guarantee that the unit will be resold at that price.

(b) Market conditions, and characteristics of the affordable housing unit, may result in the sale of an affordable housing unit at a price lower than the calculated maximum resale price.

(2) Private Party Purchases. In all other sales of for-sale affordable housing units, the parties to the transaction shall execute and record such documentation as required by Section 150.2140 of this Code to ensure the provision and continuous maintenance of the affordable housing units. Such documentation shall include the provisions of this Code and shall provide, at a minimum, each of the following:

(a) The affordable housing unit shall be sold to and occupied by an eligible household.

(b) The affordable housing unit shall be conveyed subject to restrictions that shall permanently maintain the affordability of such affordable housing units for eligible households.

(c) Preference for the affordable housing units shall be given to eligible households pursuant to the priorities set forth in Section 150.2160 of this Code.

(d) The calculated maximum resale price is an upper limit, but shall not be constructed as a guarantee that the unit will be resold at that price.

(e) Market conditions, and characteristics of the affordable housing unit, may result in the sale of an affordable housing unit, may result in the sale of an affordable housing unit at a price lower than the calculated maximum resale price.

(B) Subleasing Prohibited. *Subleasing of affordable units shall not be permitted without the express written consent of the Director.*

(C) Subleasing Prohibited. *Subleasing of affordable units shall not be permitted without the express written consent of the Director.*

Required Findings of Fact

For ease of reference and consideration, all required findings are provided in this part of the report. The Commission must review and deliberate on these required findings as part of making its preliminary recommendation to the City Council. The below findings include a full breakdown of the prior Housing Commission meetings with approved Inclusionary Housing Plans for this site.

After deliberation, the Commission should direct staff to draft the Commission's recommendation in accordance with its findings as appropriate.

7/2/25: Final Plan:

The Commission must review and deliberate on these required findings as part of making its final recommendation to the City Council. After deliberation, the Commission should direct staff to draft the Commission's recommendation in accordance with its findings as appropriate. Staff has prepared draft Preliminary and Final Findings of Fact for the Housing Commission comment and edits, or approval.

8/6/25: Amended Plan: The Commission must review the findings based on the revised layout and unit reduction from the previously-approved Final Plan.

10/8/2025: The Commission must review the findings based on the revised layout and unit reduction from the previously-amended plan, plus the addition of a new departure for Sec. 150.2150(E)(1) – unit proportional distribution mix.

Current: The Commission must review the findings based on the revised unit distribution and change to solely for-sale units. The recently-amended departure for Sec. 150.2150(E)(1) – unit proportional distribution mix is no longer applicable for this inclusionary plan.

Provision of Affordable Housing Units per Sec. 150.2115.(A)(2)

This Section is applicable to this particular project as the applicant is proposing to provide 36 of the 37.2 required affordable units on site. The Applicant is providing \$222,480 for the 1.2 fractional units.

Final Plan:

7/2/25: The applicant is proposing to make a payment in lieu of \$185,400 for the one inclusionary unit not provided. They will also make a by-right payment of \$37,080 for the 0.2 fractional unit. Total payment in lieu would be \$222,480.

The Housing Commission finds this payment in-lieu amount acceptable for the one inclusionary unit not provided.

8/6/25: Amended Plan: The unit reduction and provided on-site inclusionary units yielded the exact same calculation of 1.2 inclusionary units not provided on-site' result as what was approved in the Final inclusionary plan; 36.2 units are required, 35 units are provided on-site. 0.2 units can be paid via a \$37,080 payment-in-lieu by-right and the Commission must reconsider the Applicant's request of recommending approval of the \$185,400 payment-in-lieu fee instead of providing the one remaining inclusionary unit on-site.

10/8/25: Second Amended Plan: The unit reduction and provided on-site inclusionary units yielded the exact same calculation of 1.2 inclusionary units not provided on-site' result as what was approved in the Final inclusionary plan; 35.2

units are required, 34 units are provided on-site. 0.2 units can be paid via a \$37,080 payment-in-lieu by-right and the Commission must reconsider the Applicant's request of recommending approval of the \$185,400 payment-in-lieu fee instead of providing the one remaining inclusionary unit on-site.

Current: No changes to the unit reduction and payment-in-lieu fee for not providing the remaining 1.2 inclusionary units. This was approved by City Council at the Feb. 9th meeting, but still requires consideration by the Commission.

(A)(2) Of the quantity of dwelling units identified pursuant to Section 150.2115(A)(1) of this Code, 20 percent must be designated as affordable housing units. If the 20 percent calculation performed pursuant to the Section 150.2115(A)(2) yields a fractional number, the applicant must either: (a) provide a full affordable housing unit; or (b) pay a fee-in-lieu for that fractional unit, in the corresponding fractional amount of the per unit payment amount established pursuant to Section 150.2125(B) of this Code.

Regarding Overarching Inclusionary Housing Standards per Sec. 150.2135(B)(3). The Housing Commission shall not recommend the approval of a preliminary or final Inclusionary Housing Plan, and the City Council shall not approve a preliminary or final Inclusionary Housing Plan, except upon making the following findings:

(a) That the applicant has demonstrated that the proposed affordable housing units are designed to accommodate the needs of the target households;

7/2/25: The applicant proposes affordable units with similar finishes and amenities as the market rate units.

However, the applicant is requesting consideration from the Commission for an undefined distribution of rental vs. ownership units. There will still be 36 total Inclusionary units, but the approval structure for an undefined rental vs. ownership distribution will read as follows:

- At least one-third (33%) of all 2-bedroom and 3-bedroom rental units will be rented at 45% AMI.
- The remaining two-third (66%) of the rental 2-bedroom and 3-bedroom units will be rented at 60% AMI.
- No less than 50% of all 2-bedroom and 3-bedroom for-sale units shall be sold to income-qualified households at 65% AMI and
- The remaining 2-bedroom and 3-bedroom for-sale units shall be sold to households at 100% AMI.

Although this rental structure offers more affordability for the rental units, this proposed rental rate is not in accordance with the City's Pricing Schedule distributed among the required income tiers ⁵.

This different AMI request structure requires a modification approved as part of the Planned Development approval.

The Commission finds the proposed plan is acceptable and makes a recommendation of approval.

8/6/25: Amended Plan: The undefined distribution of rental vs. ownership units will remain the same as what was presented and approved in the final inclusionary plan.

10/8/25: Second Amended Plan: The undefined distribution of rental vs. ownership units will remain the same as what was presented and approved in the previously-amended final inclusionary plan.

Current: The Applicant intends to offer only for-sale units. Rental units will no longer be proposed, thus eliminating the previously-approved rental structure of:

- At least one-third (33%) of all 2-bedroom and 3-bedroom rental units will be rented at 45% AMI.
- The remaining two-third (66%) of the rental 2-bedroom and 3-bedroom units will be rented at 60% AMI.

The above rental structure was not approvable by the Housing Commission as a Departure from the Code, via the Inclusionary Housing Ordinance, and required approval from City Council. With the removal of rental units, the Applicant must follow the previously-approved standard for for-sale units' distribution of:

- No less than 50% of all for-sale units shall be sold to income-qualified households at 65% AMI and
- The remaining for-sale units shall be sold to households at 100% AMI.

(b) That the location, floor plan, fixtures and finishes, and amenities of each proposed affordable housing unit satisfy the applicable provisions of this Code and are suitable for the needs of the target households;

Sec. 150.2150(A) – Location of Inclusionary Units

7/2/25: The applicant's proposal exceeds minimum requirements for interior unit size and amenities and satisfies the applicable provisions of the Code. Market rate and affordable units will be built to the same specification and

⁵ 0% to 50% AMI, 51% - 80% AMI, and 81% to 120% AMI see Sec. 150.2155. - Target Income Levels for Affordable Housing Units.

1700 Old Deerfield Rd.

THIRD AMENDED Final Inclusionary Housing Application Review
June 3, 2026

pg. 21

quality on the exterior and the interior will have similar appliances and finishes. The affordable units will have a two-car garage space, the same as the market rate units.

The layout was updated to disperse the units throughout the building. There are not inclusionary units in certain building types, meaning a departure from the code is still required. Yet, the Commission finds the proposed plan meets this standard.

8/6/25: Amended Plan: The site layout was altered and there are less buildings without inclusionary units and there are no buildings with two inclusionary units. This yields a better distribution of inclusionary units throughout the development. However, there are still some buildings without inclusionary units, meaning a departure from the code for the location of inclusionary units is still required. The Commission still finds the amended plan site layout acceptable.

10/8/25: Second Amended Plan: The site layout was altered and the total building count was further reduced by 1. There is no single building with multiple inclusionary units, meaning the units are well dispersed throughout the development. However, there are still some buildings without inclusionary units, meaning a departure from the code for the location of inclusionary units is still required. The Commission still finds the amended plan site layout acceptable.

Current: The unit count remains unchanged. However, there are still building assemblies (#3, 6, 7 & 8) that do not have any inclusionary units within them. For that reason, a Departure for the code for Sec. 150.2150(A) is still required, as the inclusionary units are not truly dispersed throughout the development.

Sec. 150.2150(E)(1) – Bedroom Unit Proportional Mix

10/8/25: Second Amended Plan: The amended bedroom proportional mix distribution yields a higher distribution between two- and three-bedroom units than what was previously approved in the final plan and first amended final plan. For that reason, the Commission must consider this departure from the code. The increase in the number of affordable 2-bedroom units (11 to 12) and the decrease in the number of affordable 3-bedroom units (24 to 22) does not yield a distribution ratio that matches the market-rate unit ratio. However, a higher yield is subject to large swings such as this when the number of market-rate units is this large. Since no other development in Highland Park matches this scale and coupled with the large number of inclusionary units expected to come online from this proposal, the Commission finds the second amended bedroom unit proportional mix departure acceptable.

Current: The Applicant proposes to no longer offer 2-bedroom units in their market-rate or inclusionary units. Now that each unit on-site will be three-

bedrooms, an even proportional mix between inclusionary and market rate unit bedroom distribution exists. A Departure from the code for Sec. 150.2150(E)(1) is no longer required.

(c) That each affordable housing unit is designed to accommodate family living needs for common space and dining areas; and

7/2/25: The floor plans provided meet this standard as they depict adequate floor area, amenities and accommodations for expected household sizes. The plan proposes two-bedroom and three-bedroom units that are well over the minimum requirement size and has amenities that are suitable for a small and medium-sized families or households. This units will become extremely valuable commodities for the City's inclusionary housing portfolio.

The Commission finds the proposed plan meets this standard.

8/6/25: Amended Plan: The unit reduction in the amended plan is not altering the unit size, layout, or elements that would negatively impact the living needs to accommodate a family.

10/8/25: No change in the second amended plan's unit layout that would negatively impact the living needs to accommodate a family.

Current: No change to the proposed amendments that would negatively impact the living needs to accommodate a family.

(d) That the proposed affordable housing units, and the development as a whole, conform to the applicable standards and requirements of this Chapter.

7/2/25: The Commission recommends Final approval of the Inclusionary Housing Plan for 1700 Old Deerfield Road and that the Plan conforms to the standards, requirements and goals of Article 21.

A Departure from the code for the Location of units is required.

Recommendations from the Commission to City Council are required for the cash payment-in-lieu and the rental proportion breakdown offering 2/3 of all rental units at 60% AMI.

The Commission finds the proposed plan meets this standard.

8/6/25: Amended Plan: there are no additional departures from the code that are required by the unit total reduction. The 'Location' departure from the code is still required due to certain building types not having an inclusionary unit represented. The Commission must also still make a recommendation to City Council regarding the cash payment-in-lieu request and the rental proportion breakdown offering 2/3 of all rental units at 60% AMI.

The Commission finds the amended plan acceptable.

10/8/25: Second Amended Plan: There is one additional departures from the code that are required by the unit total reduction change in project scope.

The additional departure is the ‘Unit Proportional Mix’ (Sec. 150.2150(E)(1)) departure from the code is required due to the unit change yielding a higher distribution that doesn’t reflect the proportional mix of market-rate two- and three-bedroom units.

The same departure from the previously-amended final plan is the ‘Location’ (Sec. 150.2150(A)) departure from the code is still required due to certain building types not having an inclusionary unit represented.

The Commission must also still make a recommendation to City Council regarding:

1. The cash payment-in-lieu request of \$185,400 to omit 1 of required 1.2 units, and
2. Allowing the rental proportion breakdown offering 1/3 of all rental units at 45% AMI and the remaining 2/3 of all rental units at 60% AMI when the code requires 1/3 at 45% AMI, 1/3 at 65% AMI, and remaining 1/3 at 100% AMI.

Current: Third Amended Plan: The following departure is no longer required based on the Applicant’s proposed amendments:

- ‘Unit Proportional Mix’ Sec. 150.2150(E)(1) due to the removal of all proposed 2-bedroom units on-site. Only 3-bedroom units (market-rate and inclusionary) will be offered.

The following recommendation to City Council is no longer required based on the Applicant’s proposed amendments:

- Allowing the rental proportion breakdown offering 1/3 of all rental units at 45% AMI and the remaining 2/3 of all rental units at 60% AMI when the code requires 1/3 at 45% AMI, 1/3 at 65% AMI, and remaining 1/3 at 100% AMI.
 - All units on-site are proposed to be sold, not rented. Thus, the approval and target income structure previously-approved for rental units is no longer applicable to this scope.

The following items still require approval from the Commission or City Council:

- Departure from the Code: Location of Inclusionary Units (Sec. 150.2150(A) – there are building assemblies that do not house inclusionary units. A departure from the code required to relieve the requirement of inclusionary units being offered in all building assemblies throughout the development.
- No Change in recommendation to City Council – cash payment-in-lieu request of \$185,400 to omit 1 of required 1.2 inclusionary units. By-right payment of \$37,080 for the fractional 0.2 units. This request remains unchanged since the last approval in October 2025.

The Commission finds the third amended plan acceptable and approves the above departure for the location of units while making no change in their recommendation of approval to City Council for the cash payment-in-lieu request to omit 1 of required 1.2 inclusionary units. The rest of the inclusionary plan is in compliance with the inclusionary ordinance.

HDC M/I HP Venture, LLC
1700 Old Deerfield Road, Highland Park, Illinois

Project Narrative

Introduction

HDC M/I HP Venture, LLC (the “Developer”) is requesting a minor amendment to the previously approved redevelopment of 1700 Old Deerfield Road in Highland Park, Illinois, the former Solo Cup property (the “Property”). On February 9, 2026 the City of Highland Park (the “City”) approved a package of documents regarding the redevelopment of the site. The Property is currently vacant. The approved redevelopment entails the construction of 227 for-sale residential townhomes. In addition to redeveloping this vacant land, the approved development will foster local economic development, reduce traffic congestion, improve roadway and pedestrian safety, conserve environmental resources, provide 34 affordable housing units and generate significant new tax revenue over the current taxes paid by the owner of the Property (less than ~\$1,200 annually).

Project Overview

The approved development consists of 227 units oriented around a driving court with 270 on-site parking spaces in addition to two-car garages attached to every unit, a clubhouse, fitness center, locker room, outdoor recreation areas and resort style pool. Additionally, the approved development commits to significant improvements to Old Deerfield Road with a dedicated left turn lane from northbound Old Deerfield Road to Richfield Road, reducing traffic delays and improving roadway safety.

Ownership and Approved Use

As of May 11, 2026, the Developer will own the property. The Developer will sell the units for residential use.

Objectives

The approved development features 227 luxury residential units. In addition the approved development includes a clubhouse with outdoor garden, a Tot Lot and Dog Run. There are 227 two-car garages attached to every unit (total 454 spaces), 207 additional driveway surface parking spaces at the west townhomes, street parking and parking lot spaces for a total of 715 total parking spaces. The 227 units will be constructed within 49 buildings spread around a series of driving lanes and courts primarily orienting units to within the community to give surrounding neighbors privacy. The design also incorporates generous setbacks and expansive landscape buffers, both new and existing. The approved development will use best efforts to adhere to as many environmentally responsible design and construction guidelines as possible. The clustering, setbacks, and landscape buffers are intended to reduce the approved development’s visual impact on the neighborhood. The market will dictate whether the property is built in one phase or multiple phases.

There are two approved vehicular access and exit points. One for the northeast corner of the Property along the Union Pacific Railroad at Old Deerfield Road (the “Access Road”). Currently this road is barricaded to public access off of Richfield Road but will be opened up for public ingress and egress

once the development is completed. The second access point is near the current entrance on Old Deerfield Road.

Per the approvals, studies from experts identified deficiencies with local traffic ways and other public improvements. The approvals outlined certain public improvements that will be upgraded and modified. The Developer reiterates that it has not sought reimbursement for the cost of these improvements from the City of Highland Park nor through tax increment financing for the improvements on the Property.

Inclusionary Zoning Unit Amenities

Affordable Units will look the identical to Market rate units. Affordable Units will use the same materials, energy efficient windows, and have sound attenuating glass for units adjacent to the railroad. Balconies provided on the backside of the units will be of the same size and materials as the Market Rate Units. Two Car Garages are provided at the same approximate size and height as the Market Rate Units. Front Yards and entry sidewalks are the same size and landscape detail as the Market Rate Units. Base level specifications are the same for both affordable and market rate units. Again, approved Affordable Units are larger than the minimum required by the Highland Park code and have an identical size and bedroom count to market rate building interior units

An included features list, provided with this submission, outlines all inclusions for all units of the property, not just the affordable units.

Inclusionary Unit Mix:

As previously approved, for all for-sale units, ½ of units will be sold at 65% AMI and ½ units sold at 100% AMI (meets inclusionary code requirement in [Sec. 150.2155\(A\)](#))

The average price of for-sale units are determined by the City's 2025 pricing schedule seen [here](#). While updated pricing based on 2026 HUD AMI is expected in the near future, pricing below is reflective of the 2025 HUD AMI.

For-Sale

- 3BR Units at 65% AMI – Sale Price is \$216,000
- 3BR Units at 100% AMI – Sale Price is \$407,000



Color Palette A - Front Load Towns



Color Palette B - Rear Load Rows



Color Palette C - Front Load Towns



Color Palette A - Rear Load Rows



Color Palette B - Front Load Towns



Color Palette C - Rear Load Rows

The Bowery at Highland Park

Unit Mix Tables

Table 1. 1700 Old Deerfield Road – Approved Unit Mix

Unit Type	Market Rate	Affordable	Total
2 Bedroom Townhome	51	12	63
3 Bedroom Townhome	142	22	164
Total	193	34	227

Sources: HDC M/ HP Venture, LLC

Table 2. 1700 Old Deerfield Road – Approved Unit Mix by Phase

Unit Type	Market Rate	Affordable	Total
Phase I	63	12	75
Phase II	58	11	69
Phase III	72	11	83
Total	193	34	227

Sources: HDC M/ HP Venture, LLC

Table 3. 1700 Old Deerfield Road – Proposed Unit Mix

Unit Type	Market Rate	Affordable	Total
2 Bedroom Townhome	0	0	0
3 Bedroom Townhome	193	34	227
Total	193	34	227

Sources: HDC M/ HP Venture, LLC.

Table 4. 1700 Old Deerfield Road – Proposed Unit Mix by Phase

Unit Type	Market Rate	Affordable	Total
Phase I	60	11	71
Phase II	133	23	156
Phase III	0	0	0
Total	193	34	227

Sources: HDC M/ HP Venture, LLC.

The Bowery: Included Features

Centre Series

ARCHITECTURALLY DISTINCTIVE EXTERIORS

- CertainTeed Asphalt Architectural Landmark Roof Shingles
- Hardie® Plank low maintenance exterior siding
- Beautiful mix of siding and brick, *per plan*
- Maintenance-free vinyl soffits, aluminum fascia, and gutters
- Convenient 2-car attached garage
- Insulated steel overhead garage door, *per plan*
- Fiberglass front door, *per plan*
- Schlage® keyless security deadbolt on front door
- Two exterior frost-proof hose bibs
- Two weatherproof GFI exterior outlets, *per plan*
- Stylish exterior lighting package
- Fully sodded lawn with decorative shrubs and plantings
- Asphalt driveways, *per plan*

EXCLUSIVE INTERIOR FINISHES

- Dramatic 9' main floor ceilings
- Sherwin-Williams® interior paint on walls and trim
- Attractive white 2-panel doors
- Painted wood traditional base & trim
- Schlage® satin nickel interior door hardware with privacy locks
- Energy efficient LED lighting
- Shaw® wall-to-wall carpet with carpet pad
- Shaw® luxury vinyl plank flooring in kitchen, powder room, laundry and foyer, *per plan*
- Shaw® luxury vinyl tiles in all bathrooms, *per plan*
- Coated ventilated wire shelving in closets and pantry
- Kidde electric smoke/carbon monoxide detectors with battery backup feature on each floor
- Garage door openers
- Rough in for Future EV charger

KITCHEN DESIGN FEATURES

- Kitchen island, *per plan*
- Quality® Brand Cabinetry
- Kitchen pantry, *per plan*
- GE® Stainless Steel kitchen appliances including built-in GE® dishwasher and slide-in oven range and vented microwave
- Double bowl stainless steel sink
- 1/3-HP Moen® garbage disposal
- Moen® single handle chrome faucet with separate sprayer
- Granite countertops

DELUXE BATH FEATURES

- Vanity mirrors
- Quality® Brand Cabinetry
- Non-porous durable quartz vanity countertops
- Sterling by Kohler® ensemble low maintenance, high quality fiberglass showers and bathtubs

DELUXE BATH FEATURES *cont.*

- Moen® double handle chrome faucet, EPA WaterSense compliant
- Moen® energy saving showerheads, EPA WaterSense compliant
- Moen® Posi-Temp pressure balance valves on all showers and bathtubs
- Broan® ceiling ventilation fan in all baths
- Attractive pedestal sink with double handle faucet in powder room
- Elongated toilet bowls
- Double-bowl, raised height, vanity in Owner's Bath

TECHCONNECT PACKAGE *(Home Automation)*

- Prewired infrastructure for connectivity
- 1 central wiring enclosure (located in basement)
- 1 CAT6 & RG6 combination outlet (typically in family room)
- 1 wireless access point rough-in for future extended WiFi performance

WHOLE HOME BUILDING STANDARDS

- Concrete foundation
- Engineered roof trusses 24" on center
- Wall studs spaced 16" on center with double top plates
- Protective exterior home wrap for greater comfort and improved energy efficiency
- Seal all ductwork
- 200 amp electrical panel
- Safety ground fault electric circuits in baths, garage, kitchen and exterior
- Quality brand manufacturer's warranties
- 1-Year Customer Care coverage program
- 10-Year construction defects warranty
- Comprehensive 10-Year transferable structural warranty

ENERGY SAVING WHOLE HOME FEATURES

- Double-pane, high performance, sound reducing, low-E glass vinyl windows filled with argon gas
- High efficiency tankless water heater
- Honeywell® T6 Pro Smart thermostat with geofencing
- Return air filters
- Carrier® 96% efficiency direct vent natural gas furnace
- Carrier® air conditioning with Puron
- R-45 fiberglass ceiling insulation
- R-15 fiberglass exterior wall insulation
- Foam sealant around all windows and doors for draft-free comfort
- HERS (3rd Party) rating certificate provided
- Whole home energy recovery ventilator



M/I builds quality homes in Houston, Austin, San Antonio and Dallas/Fort Worth in Texas; Chicago, Illinois, Columbus and Cincinnati, Ohio; Indianapolis, Indiana; Detroit, Michigan; Minneapolis/St. Paul, Minnesota; Tampa, Sarasota and Orlando, Florida; Charlotte and Raleigh, North Carolina. Pricing, floorplans, included features, specifications and availability are subject to change without notice. Included and/or standard features may vary depending on community and floorplan. This brochure is a marketing piece and may not reflect the most current included features in the home. The buyer must refer to the included feature pages of the contract for home specifics included in the purchase. This brochure is not part of a legal contract. Special wall, window, flooring treatments, landscaping and other items featured in and around the model home are decorator features and are not included in the price. All community and area information is deemed reliable, but is not guaranteed. See New Home Consultant for details. Revised on 6/26/2024



M/I HOMES

Welcome to Better

Page 135 of 181

FOUNDATION

Collection 6

KITCHEN, FOYER & POWDER (if applicable)

Swatch



COUNTERTOPS

Granite in
Luna Pearl



CABINET

Derby in Cotton

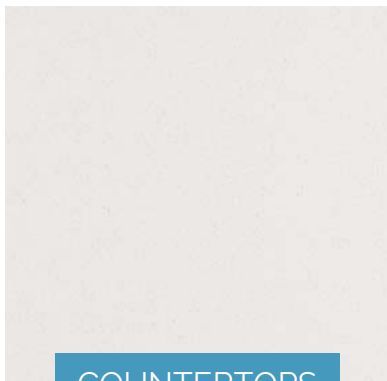


LVP FLOOR

Hyde Park Luxury
Vinyl Plank in
Washed Oak

BATHS (if applicable)

ALL OTHER FLOORS



COUNTERTOPS

Quartz in
Frost White



CABINET

Derby in Cotton



LVT FLOOR

Obelisk Luxury Vinyl
Tile in Beige Slate



CARPET

Graceful Finesse in
Charcoal

Date	25-Mar-26
Phase	Schematic Design

Unit	Description	NRSF SF			For Sale SF			Unit Count		Notes:
		Unit (sf)	Garage (sf)	Total (sf)	Unit (sf)	Garage (sf)	Total (sf)	Total	Percent	
Townhome Units										
Plan A	3 Bed / 2.5 Bath	1,826	397	2,223	1,747	390	2,137	51	22.47%	Rear-Load Garage
Plan A3 - Affordable	3 Bed / 2.5 Bath	1,826	397	2,223	1,747	390	2,137	34	14.98%	Rear-Load Garage
Plan B - Interior/End	3 Bed / 3.5 Bath	2,014	438	2,452	1,934	431	2,365	92	40.53%	Rear-Load Garage
Plan C - Interior	3 Bed / 3.5 Bath	2,209	404	2,613	2,098	405	2,503	30	13.22%	Front-Load Garage
Plan C - End	3 Bed / 3.5 Bath	2,224	404	2,628	2,112	405	2,517	20	8.81%	Front-Load Garage
Total Townhome Units								227	100.00%	
Totals								227	100.00%	

NRSF:

(Net Rentable Square Footage) Measured to exterior face of stud at exterior and to centerline of demising wall; including all stair openings but excluding garage.

For Sale SF:

Measured to exterior face of stud at exterior wall and to outside face of stud at demising wall; excluding upper level stair opening and garage.

5/8/2026

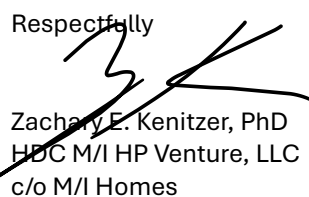
Zubin Coleman
Senior Planner
City of Highland Park
1707 St Johns Avenue
Highland Park, Illinois 60035

Dear Mr. Coleman

HDC M/I HP Venture, LLC is in receipt of a memorandum dated April 15, 2026 regarding Inclusionary Comments for 1700 Old Deerfield Rd. Amendment (2026). Pursuant to that memo, below are comments and responses.

- Housing Commission (HC) review is required to approve the proposed changes in the form of an amendment to the most recently-approved Inclusionary Housing plan. Comment Noted
- Converting all units on-site to three bedroom units will remove the HC-approved departure to Sec. 150.2150(E)(1) – ‘Unit Proportional Mix’. Comment Noted
- The bedroom mix of inclusionary units is equal to the bedroom mix of market-rate units. Comment Noted
- Proposing all units as ‘for-sale’ removes the Council-approved relief of requesting rental inclusionary units to follow a different Area Median Income than what is permitted in Sec. 150.2155(B) – ‘Target Income Levels for Affordable Housing Units’. Comment Noted
- The Applicant had already proposed that any for-sale units would follow the target income levels set forth in Sec. 150.2155(A), thus not triggering any relief. Comment Noted
- The HC-approved departure for the Location of inclusionary units still applies, due to building assemblies not housing inclusionary units, per Sec. 150.2150(A). Comment Noted; No changes to locations of units has been made.
- The HC-recommended and Council-approved cash payment-in-lieu request to omit 1 of the required 1.2 units not provided on-site, still applies. Comment Noted
- Please provided an updated phasing plan depicting of the number of inclusionary units per construction phase. Comment Addressed. Please see the attached Ex. 2 – Construction Phasing Plan
- Please provide an updated project narrative for the Inclusionary Housing amendment, detailing the changes. Comment Addressed. Please see the attached Ex. 1 – Project Narrative
- Project narrative should confirm that interior finishes will be comparable (but not exactly the same) to market-rate units. Comment Addressed. Please see the attached Ex. 3 – Included Features. Please note that these are the Base Interior Finishes for ALL units – not just the affordable units.
- Items will need to be submitted a minimum 24 days prior to the scheduled Housing Commission meeting date, in order to appear on that agenda. Comment Noted.

Respectfully



Zachary E. Kenitzer, PhD
HDC M/I HP Venture, LLC
c/o M/I Homes

Application Review

Preliminary Housing Plans

The Laurel McGovern Condominiums

1696-1704 McGovern Street and 793 Laurel Avenue

**Consideration by the Housing Commission
June 3, 2026**

City of Highland Park

Department of Community Development

*1696-1704 McGovern Street and 793 Laurel Avenue
Preliminary Inclusionary Housing Application Review
June 3, 2026*

pg. 1

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Background

The following provides staff's review of the applicant's preliminary affordable housing plans for the proposed developments, The Laurel McGovern Condos, at 1696-1704 McGovern Street and 793 Laurel Avenue. The applicant proposes a five-story, 20-unit for-sale luxury condominium development to be located at 1696-1704 McGovern Street and a five-story, 14 unit for-sale luxury condominium development at 793 Laurel Avenue.

The Property at 1696 McGovern Avenue is 26,892 square feet and is currently zoned RM1A. The applicant seeks to rezone the property RO. The Property at 793 Laurel Avenue is 18,915 square feet and is currently zoned RM1A. The applicant seeks to rezone the property RO. The units are a mix of two, three and four bedroom condominiums. This project will have amenities such as on-site fitness center, resident lounge, working and meeting space, secure package and grocery delivery area, landscaped outdoor terraces, community gathering area, storage rooms, and bike storage. These amenities will be made available to all units. Each affordable unit will have one parking space.

For ease of reference and consideration, this document is organized by section of the City's Code related to inclusionary housing. It provides excerpts of that Code and staff's review comments to aid the Commission in its deliberations.¹ Throughout this document, words in italics are excerpts from the City Code itself and those in **brown** represent staff's comments. Applicant responses to some of staff's initial inclusionary comments are represented in **green**. The Applicant also provided a narrative explaining aspects of the proposed development and it is attached as part of their application.

Sec. 150.2105 - Covered Development Projects.

Pursuant to Section 150.2105, the proposed 20 and 14 unit² multi-family residential buildings are covered developments subject to the provisions of Article 21.

(A) General. The provisions of this Code shall apply to all developments that result in or contain five or more residential dwelling units. [...]

Sec. 150.2135 - Application and Inclusionary Housing Plan.

The Applicant has provided a complete preliminary affordable housing application in accordance with Sec. 150.2135 as required (see attached Inclusionary Housing Plan). The following provides an excerpt of this Section for reference.

(A) Application. For all covered development projects, the Applicant shall file an application for approval thereof on a form provided and required by the City. The application shall require, and the Applicant shall provide, among other things, general information about the nature and scope of the covered development, as well as such other documents and information as the Director of the City's Department of Community Development, or his or her designee ("Director"), may require. The Director shall also have the authority to require, as part of the application submittal, such portions of the inclusionary housing

¹ As most recently amended on October 28, 2019 by Ordinance O72-2019.

² Including market rate unit bonuses.

plan required under Section 150.2135(B) of this Code as the Director shall deem necessary to properly evaluate the proposed covered development under the requirements and provisions of this Code.

(B) Inclusionary Housing Plan. *As part of the approval of a covered development project, the Applicant shall present to the Housing Commission and the City Council an inclusionary housing plan that outlines and specifies the covered development's compliance with each of the applicable requirements of this Code, in accordance with the following:*

(1) Required Submittals for Inclusionary Housing Plan. *The plan shall specifically contain, at a minimum, the following information regarding the covered development project; (1) Required Submittals for Inclusionary Housing Plan. The plan shall specifically contain, at a minimum, the following information regarding the covered development project;*

(a) Preliminary Plan.

- (i) A general description of the development, including whether the development will contain rental units or individually owned units, or both;*
- (ii) The total number of market rate units and affordable units in the development;*
- (iii) The total number of attached and detached residential units;*
- (iv) The number of bedrooms in each market rate unit and each affordable unit;*
- (v) The area of each market rate unit and each affordable unit;*
- (vi) The location within any multiple-family residential structure and any single-family residential development of each market rate unit and each affordable unit.*
- (vii) Floor plans for each affordable unit;*
- (viii) The amenities that will be provided to and within each market rate unit and affordable unit; and*
- (ix) The pricing for each market rate unit and each affordable housing unit.*

Sec. 150.2135 (B)(2)(a)(i) Inclusionary Housing Plan Review Procedure.

The following provides the review procedure for the Commission's consideration of a preliminary application as set forth by City Code. Should this preliminary application be approved, a final application will be submitted and considered by the Commission at a later date.

(a) Preliminary Plan

(i) Housing Commission Review. Within 60 days after the filing of a complete preliminary Inclusionary Housing Plan, the Housing Commission shall review the Inclusionary Housing Plan, and shall recommend either the approval (with or without modifications) or the rejection of the Inclusionary Housing Plan. The Housing Commission shall transmit its findings of fact and recommendation to the City Council. The failure of the Housing Commission to provide a recommendation within such 60 day period, or such further time to which the applicant may, in writing, agree, shall be deemed a recommendation against the approval of the Inclusionary Housing Plan.

Summary of Consideration

The applicant's proposed inclusionary housing plan proposes to provide 3 of the 5.8 required affordable units on-site while proposing a payment-in-lieu for the remaining 2.8 required units. This report provides an analysis of the applicant's proposed inclusionary housing plan relative to the applicable Code standards and required findings that are needed for the Commission to develop its recommendation to the City Council.

Recommendation

Staff recommend the Commission consider the preliminary housing plan, deliberate, and direct staff to draft findings as appropriate for the Commission's recommendation to City Council, or provide direction for the applicant to provide Commission with additional information for further review if needed.

Analysis of Requirements & Standards

The following analyzes the proposal regarding the applicable aspects of the City Code. It begins with a review of the provision of affordable housing units

Sec. 150.2115 – Provision of Affordable Housing Units.

Non-Compliant. The Applicant proposes providing 3 of the required 5.8 affordable housing units on-site, with a payment-in-lieu of \$519,120 for the 2.8 units not provided.

Recent housing developments that the Commission recommended allowing payment-in-lieu, such as Park Sheridan and the Walton resulted in higher effective rates of affordability than what is currently proposed at the Laurel and McGovern Condos. Albion I and Albion II used payment-in-lieu to omit more than 2.8 units, but was approved for fiduciary reasons and ultimately still yielding a higher effective rate of affordability than this proposal.

- Albion I paid a \$1.25 million payment-in-lieu fee to omit 10 of the required 27 on-site affordable units. The effective rate of affordability for this development, after market rate bonuses were applied is 16.8%
- Albion II paid a \$600,000 payment-in-lieu fee to omit 4.8 of the required 14.8 on-site affordable units. The effective rate of affordability for this development, after the market rate bonuses are applied is 16.6%.
 - Both Albion Development payment-in-lieus were outliers. The HTF had an extremely low balance at the time, jeopardizing the stability of the housing program. The City viewed the Albion payment-in-lieu amounts as a way to replenish the HTF and support future housing program endeavors.
- Park Sheridan paid a \$200,000 payment-in-lieu fee to omit 1.4 of the 3.4 on-site affordable units. The applicant paid \$25,000 more than the \$125,000 payment-in-lieu fee (which has since been increased to \$185,400.) The old affordable housing calculator permitted \$50,000 to be paid by right for the fractional 0.4 units, totaling \$200,000. The effective rate of affordability for this development, after market rate bonuses are applied is 17.0%.
- The Walton requested to pay a \$222,480 payment-in-lieu fee to omit 1.2 of the required 3.2 on-site affordable units. The effective rate of affordability for this proposed development, after the market rate bonuses are applied is 16.8%.
- The current applicant requests to pay a \$519,120 payment-in-lieu fee to omit 2.8 of the required 5.8 on-site affordable units. The effective rate of affordability for this proposed development, after the market rate bonuses are applied is 8.8%.

- **The City would prefer to see an additional affordable unit provided on site to raise the effective rate of affordability.**

(A) Calculation of Units Required. Unless an exception is approved pursuant to Sections 150.2120, 150.2125, or 150.2130 of this Code, the applicant for a covered development project must satisfy the requirements of this Article XXI by providing affordable housing units within the development, calculated as follows:

(1) The applicant must identify the number of dwelling units proposed to be constructed as part of the covered development project, which quantity must comply with the applicable regulations set forth in Article VII of this Chapter 150 and the other applicable building and zoning regulations of this Code.

(2) Of the quantity of dwelling units identified pursuant to Section 150.2115(A)(1) of this Code, 20 percent must be designated as affordable housing units. If the 20 percent calculation performed pursuant to this Section 150.2115(A)(2) yields a fractional number, the applicant must either: (a) provide a full affordable housing unit; or (b) pay a fee-in-lieu for that fractional unit, in the corresponding fractional amount of the per unit payment amount established pursuant to Section 150.2125(B) of this Code.

(3) The applicant may then incorporate 1.5 additional dwelling units into the covered development project for each affordable unit provided pursuant to this Section 150.2115 (i.e. the applicant may incorporate the additional dwelling units, notwithstanding the number identified pursuant to Section 150.2115(A)(1) of this Code or any maximum density regulation set forth in another provision of this Code).

Calculation of Affordable Units Requirements		Row
	Calc.	Name
Proposed Units before Mkt Rate Unit Bonus	29	Enter A
On-Site Affordable Units (included in base units above)	3	Enter B
Mkt. Rate Unit Bonus	4.5	B*1.5 C
Total Units (Mkt & Affordable w/Mkt Rate Bonus)*	34	A+C D
Required Proportion of Units Affordable Before Bonuses	20%	Code E
Effective Proportion Affordable After Mkt. Rate Unit Bonus	17.1%	H/D F
Proportion of Total Units that are Affordable	8.8%	B/D G
Total Required Affordable Units	5.8	A*E H
Required Affordable Units by Cash Payment In-Lieu	2.8	H-B I
Required Cash Payment In-Lieu	\$519,120	I*\$185.4K J

Sec. 150.2125 - Cash Payment in-Lieu of Affordable Housing Units.

This Section is applicable to this particular project as the applicant is proposing 3 of the 5.8 required affordable units on site and to make a payment-in-lieu of \$519,120

for the 2.8 units not provided. The Housing Commission must make a recommendation to City Council by determining if the payment in lieu request is, “in keeping with the goal of advancing affordable housing opportunities in the City to a greater extent than the provision of the units on site”, per Sec. 150.2125(A) (see below). A departure from the code is NOT necessary here, as HC will make a recommendation to City Council as part of their consideration of this Planned Development proposal.

(A) General Applicability. The applicant may make a cash payment in lieu of constructing some or all of the required affordable housing units otherwise required pursuant to Section 150.2115 of this Code, but only if either: [...] or **(2) the City Council approves such payment, after consideration of a recommendation from the Housing Commission, and after making a determination that such a payment will further affordable housing opportunities in the City to an equal or greater extent than through provision of affordable units pursuant to Section 150.2115 of this Code.**

(B) Amount and Use of Cash in Lieu. [...] For all other covered developments, the per unit payment amount shall be not less than the amount set forth in the City's Annual Fee Resolution. The minimum per unit amount shall be determined by the City Council, based upon an estimate of the cost of providing an affordable housing unit, and shall be reviewed and modified periodically by the City Council. All cash payments received pursuant to this Article shall be deposited directly into the Affordable Housing Trust Fund for purposes authorized under Section 33.1133 of this Code.

(C) Calculation. The total in lieu payment amount shall be equal to the per unit amount established by the City pursuant to Section 150.2125(B) of this Code multiplied by 20 percent of the number of units proposed in the covered development, less the per unit amount multiplied by the number of affordable housing units actually provided by the applicant pursuant to Section 150.2115 of this Code.

Sec. 150.2150 - Integration of Affordable Housing Units.

(A) Location of Affordable Housing Units. Affordable housing units shall be dispersed among the market rate units throughout the covered development.

Non-Compliant. The two affordable units (units 103 and 203) at 1696 McGovern Avenue are located directly on top of each other on the first and second level.

Section 150.2150 – Integration of Affordable Housing Units requires the affordable housing units shall be dispersed among the market rate units. In the past, the Housing Commission’s preference has been to interpret Section 150.2150 as a requirement to disperse affordable units among multiple floors in developments taller than three stories. The Housing Commission must determine if the placement of the inclusionary units is acceptable, as a Departure from the Code is required here.

(B) Phasing of Construction. *The inclusionary housing plan and the development agreement shall include a phasing plan that provides for the timely and integrated development of the affordable housing units as the covered development project is built out. The phasing plan shall provide for the development of the affordable housing units concurrently with the market rate units. [...] The phasing plan shall also provide that the affordable housing units shall not be the last units to be built in any covered development.*

Compliant. *The applicant has stated that the building at 1696 McGovern will be constructed before the building at 793 Laurel Avenue. Two inclusionary units are located in the first construction phase and one is included in the second construction phase. The inclusionary units will be built concurrently with their market rate counterparts.*

(C) Exterior Appearance. *The exterior appearance of the affordable housing units in any covered development shall be visually compatible with the market rate units in the development. External building materials and finishes shall be substantially the same in type and quality for affordable housing units as for market rate units.*

Compliant. *Although evidence of the exterior of the proposed units is not required in the Preliminary Inclusionary Housing Plan, the applicant has provided architectural renderings that show there will be no differences to the exterior materials or appearance between the market and affordable units.*

(D) Unit Amenities. *Amenities that are provided with a market rate unit shall also be provided with the affordable units. For purposes of this Section 150.2150(D), "amenities" shall include, without limitation, basements, front porches, storage lockers, balconies, roof decks, outdoor patios, off-street parking, enclosed parking, appliances, and similar unit features and additions. Specially, and without limitation of the foregoing, the development must comply with the following:*

Compliant. *The proposed amenities for the project include on-site fitness center, resident lounge, working and meeting space, secure package and grocery delivery areas and landscaped outdoor terraces and gathering areas for all residents. Each unit will include secure private storage rooms and secure bicycle storage. These amenities will be made available to all market rate and affordable unit residents. Each affordable unit will have 1 parking space included. The applicant states that affordable unit finishes will be similar to that of the market rate units. More details about unit finishes will be provided during the final inclusionary review.*

(1) Parking Amenities. *One parking space per affordable unit must be included in the rent and without any additional charge to the tenant. Additional parking spaces must be made available in the same manner and using the same method for allocation for the market rate units. Premium parking spaces, such as indoor parking, shall not be required to be allocated to the affordable units free of charge, provided that required parking is provided elsewhere on the site.*

Compliant. *Each inclusionary unit includes one parking space. The applicant should clarify if additional parking spaces will be made available*

to inclusionary owners in the same manner and using the same method for allocation for the market rate units.

(2) Storage Amenities. To the extent that storage is allocated to all market rate units within a development, similar storage space must be allocated to all affordable units and included in the rent without additional charge to the tenant. If storage space is not allocated to all units due to insufficient ratio of storage space to residential units, then the affordable units should have access to storage in the same manner as do the market rate units, at a cost discounted by the ratio of the affordable unit's rent to the equivalent size unit's market rent.

Compliant. The applicant indicates that every unit, including the inclusionary units, will have private storage rooms and bike storage. The applicant should detail how many private storage rooms are allocated to each market rate and inclusionary unit.

(E) Interior Appearance and Finishes. Affordable housing units may differ from market rate units with regard to interior finishes and gross floor area, provided that:

- **Compliant.** As mentioned earlier, interior finishes are proposed to be the same for market and inclusionary units. The applicant will provide more details during the final inclusionary review.

(1) The bedroom mix of affordable units shall be in equal proportion to the bedroom mix of the market rate units.

Non-Compliant. The applicant is providing two 3-bedroom and one 2-bedroom inclusionary units. The bedroom mix for the affordable units is similar but not equal proportion to the bedroom mix of the market rate units as required by Sec. 150.2150(E)(1) of the Code.

The inclusionary unit mix would be slightly closer to that which is required by Code if all inclusionary units had 3-bedrooms. See below the actual proposed unit mix and a scenario in which all units have 3 bedrooms.

Distribution of Affordable Units by Type Proposed vs. Required – As Proposed							
Unit Type	Proposed by Applicant				Required		
	Total # of Units	Sub-Total Mkt Rate Units	Proportion of Mkt Rate Units by Type	Sub-Total Affordable Units	Proportion of Affordable Units Provided	# of Affordable Units Required	Proposed vs. Required
2 bed	4	3	10%	1	33%	.29	.71
3 bed	28	26	84%	2	67%	2.52	-.052
4 bed	2	2	6%	0	0%	.19	-.19
TOTAL	34	31	100%	3	100%	3	

Distribution of Affordable Units by Type Proposed vs. Required – Scenario 1							
	Proposed by Applicant				Required		
Unit Type	Total # of Units	Sub-Total Mkt Rate Units	Proportion of Mkt Rate Units by Type	Sub-Total Affordable Units	Proportion of Affordable Units Provided	# of Affordable Units Required	Proposed vs. Required
2 bed	3	3	10%	0	0%	.29	-.29
3 bed	29	26	84%	3	100%	2.52	.48
4 bed	2	2	6%	0	0%	.19	-.19
TOTAL	34	31	100%	3	100%	3	

(2) The differences between the affordable housing units and the market rate units shall not include improvements related to energy efficiency, including mechanical equipment and plumbing, insulation, windows, and heating and cooling systems.

- **Compliant.** As mentioned earlier, interior fits and finishes are proposed to be the same for market and inclusionary units. The applicant will provide more details during the final inclusionary review.

(3) The interior gross floor area for the affordable housing units shall be **no less than the lesser of**

(a) 75 percent of the gross floor area of market rate units with a comparable number of bedrooms, or

(b) The minimum size requirements outlined in the table below; provided, however, that interior gross floor area shall not include areas devoted to vertical circulation, basements, off-street parking, lockers and similar storage areas, and mechanical rooms.” [...]

- **Compliant.** The proposed size of the affordable units meets the requirements of this sub-section 150.2150(E) (3) as shown in the tables below. The table below provides a comparison of affordable unit area proposed vs. required. Note that the last column of this table is derived using the average market rate unit area by unit type provided by the applicant.

Proposed Affordable Unit Area (in sq.ft) UNIT#	Unit Type (Bedrooms)	AMI	Affordable Unit Area Proposed	Minimum Area Required per Sec. 2150(E)(3)(b)	75% of Average Market rate unit size per
					Sec. 2150(E)(3)(a)
#103 (1696 McGovern)	3 bed	65%	1,600	1,175	1,899
#203 (1696 McGovern)	3 bed	100%	1,600	1,175	1,899
#102 (793 Laurel)	2 bed	65%	1,175	950	1,771

Source: Application. Note last column calculated by staff.

Average Area (in SF) of Market Rate Units by Type, including Price Range:

Unit Type (bedrooms)	Total # of Mkt Rate Units	Avg. Unit Area	Average Estimated Sales Price
2	3	2100	\$1,312,500
3	26	2422.31	\$1,513,786
4	2	3525	\$2,837,500

Source: Application. Average Unit Area calculated by staff with data from application.

Sec. 150.2155 -Target Income Levels for Affordable Housing Units.

- **Compliant.** The applicant proposes two affordable units to be sold at the 65% AMI tier and the other unit to be sold at the 100% AMI tier. This meets the requirements of Section 150.2155(A). See highlighted section of the Code below that requires developments with for-sale units to have no less than 50% of the inclusionary units sold at the 65% AMI tier and the rest sold at 100% AMI. The below distribution unit table, based on the applicant's proposal, satisfies this requirement.

Proposed Distribution of Units by Income Tier w/Required Distribution by Unit Type				
	Income Tier (AMI)			
Unit Type (bed)	45%	65%	100%	Distribution by Unit Type
3	0	2	1	3
Distribution by Income	0 (0%)	2 (67%)	1 (33%)	

Sec. 150.2155(A) For-Sale Affordable Housing Units. In covered development projects that contain for-sale units, at least one affordable housing unit and no less than 50 percent of the affordable housing units shall be sold to low-income households at a price, as determined pursuant to Section 150.2155(C) of this Code, that, on average, is affordable to a household with an annual income that is 65 percent of area median income. Any remaining affordable units shall be sold to moderate-income households at a price, as determined pursuant to Section 150.2155(C) of this Code, that, on average,

is affordable to a household with an annual income that is 100 percent of area median income. The owner shall execute and record any documents required by Section 150.2140 of this Code to ensure compliance with this Section 150.2155(A).

Sec. 150.2165 - Marketing of the Affordable Housing Units.

Compliant. The applicant intends to work closely with the City and Community Partners for Affordable Housing in identifying income qualified tenants and facilitating the marketing and sale of inclusionary units.

(A) Good Faith Marketing Required. All sellers and lessors of affordable units are responsible for marketing the affordable units, and shall engage in good faith marketing efforts to inform members of the public who are qualified to purchase or rent affordable units of the availability of such units for sale or rent. Prior to the initiation of public marketing efforts to sell or lease an affordable housing unit, the seller or lessor thereof shall submit to the Director of Community Development a description of the marketing plan that the applicant proposes to utilize and implement to promote the sale or rental of the affordable units within the development to the appropriate income groups.

(B) City Assistance with Marketing. At the applicant's request, the City or its designee shall assist the applicant in marketing the affordable housing units to eligible households, for an additional charge to be determined by the City.

Sec. 150.2170 - Period of Affordability.

Compliant. The proposed units are required to be made affordable in perpetuity per Code.

(A) Sale of Affordable Housing Units. In covered developments that contain for-sale units, affordable housing units shall be resold to low and moderate income households for so long as the units are used for residential purposes, in perpetuity or as long as permissible by law. The owner shall execute and record any documents required by Section 150.2140 of this Code to ensure compliance with this Section 150.2170(A).

Sec. 150.2175 - Affordability Controls.

The following section is provided for the Commission's reference regarding affordability controls. The applicant will comply with these requirements.

(A) For-Sale Affordable Housing Units.

- (1) Housing Commission Purchases. The Housing Commission, or a not-for-profit agency designated by the Housing Commission, shall have the pre-emptive option and right, but not an obligation, to purchase each of the for-sale affordable housing units prior to any sale of any such unit. If the City, or the designated not-for-profit, exercises the option and purchases the affordable housing unit, the affordable housing unit shall be subject to such documents deemed necessary by the City, including, without limitation, restrictive covenants and other related instruments, to ensure the continued affordability of the affordable housing units in accordance with this Article. Such documentation shall include the provisions of this Code and shall provide, at a minimum, each of the following:

(a) The calculated maximum resale price is an upper limit, but shall not be construed as a guarantee that the unit will be resold at that price.

(b) Market conditions, and characteristics of the affordable housing unit, may result in the sale of an affordable housing unit at a price lower than the calculated maximum resale price.

(2) Private Party Purchases. In all other sales of for-sale affordable housing units, the parties to the transaction shall execute and record such documentation as required by Section 150.2140 of this Code to ensure the provision and continuous maintenance of the affordable housing units. Such documentation shall include the provisions of this Code and shall provide, at a minimum, each of the following:

(a) The affordable housing unit shall be sold to and occupied by an eligible household.

(b) The affordable housing unit shall be conveyed subject to restrictions that shall permanently maintain the affordability of such affordable housing units for eligible households.

(c) Preference for the affordable housing units shall be given to eligible households pursuant to the priorities set forth in Section 150.2160 of this Code.

(d) The calculated maximum resale price is an upper limit, but shall not be constructed as a guarantee that the unit will be resold at that price.

(e) Market conditions, and characteristics of the affordable housing unit, may result in the sale of an affordable housing unit, may result in the sale of an affordable housing unit at a price lower than the calculated maximum resale price.

(B) Subleasing Prohibited. Subleasing of affordable units shall not be permitted without the express written consent of the Director.

Sec. 150.2175 – Departures from Requirements. The Housing Commission may recommend, and the City Council may approve, departures from any of the standards set forth in this Article, upon making each of the following findings:

(A). Due to specific and unique circumstances, undue hardship would be caused by the literal enforcement of the standards and requirements set forth in this Article:

(B) By virtue of excellence in design, the proposed departure from the standards does not result in a diminished or lower quality of affordable dwelling unit, but provides a functionally equivalent dwelling unit: and.

(C) The proposed affordable housing units otherwise meet the purpose and intent of this Code.

Required Findings

For ease of reference and consideration, all required findings are provided in this part of the report. The Commission must review and deliberate on these required findings as part of making its preliminary recommendation to the City Council. After deliberation, the Commission should direct staff to draft the Commission's recommendation in accordance with its findings as appropriate.

Cash Payment in-Lieu of Affordable Housing Units per Sec. 150.2125.

This Section is applicable to this particular project as the applicant is proposing to provide 3 of the 5.8 required affordable units on site. A payment of \$519,120 is requested in lieu of providing the remaining 2.8 units.

No Departure from the Code is required for this section, as only City Council can approve this provision from the Inclusionary Ordinance, with a recommendation made by the Commission.

(A) General Applicability. *The applicant may make a cash payment in lieu of constructing some or all of the required affordable housing units otherwise required pursuant to Section 150.2115 of this Code, but only if either: [...] or (2) the City Council approves such payment, after consideration of a recommendation from the Housing Commission, and after making a determination that such a payment will further affordable housing opportunities in the City to an equal or greater extent than through provision of affordable units pursuant to Section 150.2115 of this Code.*

Departures from Requirements per Sec. 150.2180³.

The applicant's proposal requests two departures from the following provisions of the Code as further described and analyzed previously in this report:

1. The location of the units required in Sec. 150.2150(A).
 - a. The applicant is proposing to locate the two affordable units at 1696 McGovern directly on top of one another on the first and second floor. The proposed development is five-stories.
2. The proportion of market unit bedroom types to inclusionary unit bedroom types as required in Sec. 150.2150(E)(1)
 - a. The applicant proposes two 3-bedroom units and 1 2-bedroom unit. Three 3-bedroom units would be slightly closer to the bedroom mix of the market rate units.

³ The departures permitted by subsection 150.2180 do not extend beyond anything more than the physical attributes of the units themselves. Therefore, departures from the required total number of affordable units to be provided, the amount of a cash payment in-lieu, or any other discretionary consideration provided by Article 21 cannot be sought through use of subsection 150.2180 "Departures from Requirements" consideration. However, other departures can be considered by the Commission through the application of this Sec. 150.2180.

The Housing Commission may recommend, and the City Council may approve, departures from any of the standards set forth in this Article, upon making each of the following findings:

(A) Due to specific and unique circumstances, undue hardship would be caused by the literal enforcement of the standards and requirements set forth in this Article;

(B) By virtue of excellence in design, the proposed departure from the standards does not result in a diminished or lower quality affordable dwelling unit, but provides a functionally equivalent dwelling unit; and

(C) The proposed affordable housing units otherwise meet the purpose and intent of this Article.

Regarding Overarching Inclusionary Housing Standards per Sec. 150.2135(B)(3). *The Housing Commission shall not recommend the approval of a preliminary or final Inclusionary Housing Plan, and the City Council shall not approve a preliminary or final Inclusionary Housing Plan, except upon making the following findings:*

(a) That the applicant has demonstrated that the proposed affordable housing units are designed to accommodate the needs of the target households;

The applicant proposes affordable units with the similar finishes and amenities as the market rate units provided with more details to follow at the time of the final inclusionary review.

(b) That the location, floor plan, fixtures and finishes, and amenities of each proposed affordable housing unit satisfy the applicable provisions of this Code and are suitable for the needs of the target households;

The applicant's proposal for the affordable housing units somewhat meet the inclusionary standards. The location of the units are not completely dispersed throughout the site, which does not meet the code standards. The floor plans for the affordable units are smaller than the market-rate units, but do meet Code requirements. The inclusionary unit bedroom mix could be improved, but is not egregiously different from the market rate bedroom mix.

(c) That each affordable housing unit is designed to accommodate family living needs for common space and dining areas; and

The floor plans provided meet this standard as they provide adequate accommodations for expected household sizes.

(d) That the proposed affordable housing units, and the development as a whole, conform to the applicable standards and requirements of this Chapter.

The Commission must consider whether the following are an acceptable departure per the standards of Sec. 150.2180, if the proposed inclusionary plan conforms to the applicable standards and requirements of this Chapter, and consideration of a recommendation to City Council for a payment-in-lieu request:

- 1. Allowing the three proposed inclusionary units to be located directly on top of one another in a five-story building, not dispersed throughout the development.**
- 2. Allowing an inclusionary unit bedroom mix that is not entirely proportional to that of the market rate units.**
- 3. Omitting 2.8 of the required 5.8 affordable units via a \$519,120 payment-in-lieu fee to the Housing Trust Fund, which required HC recommendation and City Council approval.**



CITY OF HIGHLAND PARK

1150 Half Day Road

Highland Park, IL 60035

phone: 847/ 432-0867 fax: 847/432-0964

www.cityhpil.com

Date Received: _____

INCLUSIONARY HOUSING PLAN

(Attach additional sheets as needed)

Must be reviewed by Housing Commission prior to City Council approval of Development Agreement

Development Name: Laurel McGovern Condominiums

Address: 1696 McGovern Street / 793 Laurel Avenue

1. Development Type (check applicable housing types)

- Single Family Detached _____
- Condominium X
- Town Home _____
- New Construction X
- Rehab of Existing Units _____
- Conversion of Existing Units _____

2. Planned Unit Development

- Yes X
- No _____

3. Total Number of Units 34

- | | |
|--|-----------|
| • Number of market rate units prior to density bonus | <u>29</u> |
| • Number of market rate bonus units | <u>5</u> |
| • Number of affordable units | <u>3</u> |

4. Please attach a copy of the site plan showing the location of each affordable unit in relation to the market rate units. (Note: If development is a PUD, the approved site plan will be deemed to be incorporated herein.) **See Attached.**

5. Will the project be developed in phases? Yes X No _____

If yes, please describe the phasing and construction schedule.

1696 McGovern, consisting of 18 market rate units and 2 affordable units will be constructed

first, and 793 Laurel, consisting of 13 market rate units and 1 affordable unit will be
constructed second.

6. Please attach a copy of the floor plan for each affordable unit. (Note: You may provide one floor plan to the extent the affordable units are identical.)

See Attached.

7. Please provide the plans for exterior and interior of units/buildings as follows (*Note: The items below may be provided in one or more documents*): **See Attached.**
- A detailed listing of the interior and exterior differences between the affordable and market rate units, including provisions for parking and storage
 - The approved plan for the exterior appearance and materials for each building in the development
 - Plans for the interior materials and finishes for the market rate and affordable units, including specifications, if applicable
8. Please describe the plan for marketing the affordable units, including providing copies of marketing material, plans for advertising in particular media outlets, and description of instructions that will be provided to sales staff regarding the affordable units. **See Attached.**

The following provisions will be considered part of your marketing plan:

- The developer has the primary responsibility for marketing the affordable units.
- The City has contracted with Community Partners for Affordable Housing (CPAH), formerly known as the Highland Park Illinois Community Land Trust, to promote the inclusionary housing program in general, to educate prospective buyers about the program, to maintain and manage the waiting list, and to process applications and qualify buyers for the affordable units.
- The developer is responsible for working closely with CPAH staff to understand the City's processes and procedures and to ensure that CPAH has sufficient information about the development to respond to inquiries from prospective buyers.
- The developer is responsible for showing the affordable units and for making it clear to prospective buyers that they must be qualified for the program in accordance with City procedures through CPAH.
- The developer will provide the City and CPAH with information and material about the affordable units that they will post on their respective web sites and make available in their respective offices. If requested, CPAH will mail information provided by the developer to persons on its waiting list, as well as to units of government that serve Highland Park, local employers, social service agencies, and civic and community organizations.

9. For each market rate unit, please provide the following information (Note: You may show more than address/unit number on a line if the information is identical. Provide a separate attachment, if necessary.): See Attached Bedroom and Size Distribution Matrix

Address/Unit Number	# of Bedrooms	Square Footage	Sales Price/Rent Level	Homeowner Assessment

10. For each affordable unit, please provide the following information (Note: you may show more than address/unit number on a line if the information is identical. Provide a separate attachment, if necessary.): See Attached Bedroom and Size Distribution Matrix

Address/Unit Number	# of Bedrooms	Square Footage	Sales Price/Rent Level*	Homeowner Assessment

* Please indicate which income tier the unit will be targeted to (ownership units: 0 to 80% Chicago AMI or 81 to 120% Chicago AMI; rental units: 0 to 50% Chicago AMI, 51 to 80% Chicago AMI, or 81 to 120% Chicago AMI). Actual price will be determined with City staff at the time the developer is ready to begin marketing the affordable units in accordance with the City pricing schedule and policies.

EXHIBIT I

Inclusionary Housing Plan

Project: Laurel McGovern Condominiums
1696-1704 McGovern Street, and 793 Laurel Avenue
Highland Park, IL 60035

Applicant: Structa LLC, Developer

Project Description

The Project is comprised of two parcels. The East parcel, at 1696 McGovern is a proposed five-story, multifamily, for-sale residential building comprising 18 market-rate units and 2 affordable units. The West parcel, at 793 Laurel is a proposed five-story, multifamily, for-sale residential building comprising 13 market-rate units and 1 affordable unit. Proposed amenities for the project include on-site fitness center, resident lounge, working and meeting space, secure package and grocery delivery areas and landscaped outdoor terraces and gathering areas for all residents. Each unit will include secure private storage rooms and the buildings will have secure bicycle storage.

Inclusionary/Affordable Unit Calculations

As outlined in the chart below, the proposed development includes 29 market-rate units, 3 on-site affordable units, and 4.5 bonus market-rate units, bringing the total unit count to 34 units. Based on the applicable inclusionary housing calculations, the Project is required to pay a fee in lieu for 2.8 affordable units, totaling \$519,120.

The chart below shows the calculation for Payment in lieu:

Calculation of Affordable Units Requirements		Calc.	Row Name
Proposed Units before Mkt Rate Unit Bonus	29	Enter	A
On-Site Affordable Units (included in base units above)	3	Enter	B
Mkt. Rate Unit Bonus	4.5	B*1.5	C
Total Units (Mkt & Affordable w/Mkt Rate Bonus)*	34	A+C	D
Required Proportion of Units Affordable Before Bonuses	20%	Code	E
Effective Proportion Affordable After Mkt. Rate Unit Bonus	17.1%	H/D	F
Proportion of Total Units that are Affordable	8.8%	B/D	G
Total Required Affordable Units	5.8	A*E	H
Required Affordable Units by Cash Payment In-Lieu	2.8	H-B	I
Required Cash Payment In-Lieu	\$519,120	I*\$185.4K	J

Location of Affordable Housing Units 150.2150(A)

The two inclusionary units at 1696 McGovern are located one each on the first and second floors of the building and will each contain 3 bedrooms and 2 bathrooms. The one affordable unit at 793 Laurel is located on the first floor of the building and will contain 2 bedrooms and 2 bathrooms. All of the affordable units will be similar in layout and features to other market rate units in the Project.

Affordable Unit Amenities 150.2150(D)

The proposed amenities for the project include on-site fitness center, resident lounge, working and meeting space, secure package and grocery delivery areas and landscaped outdoor terraces and gathering areas for all residents. Each unit will include secure private storage rooms and secure bicycle storage. These amenities will be made available to all market rate and affordable unit residents. Each affordable unit will have 1 parking space included.

Interior Appearance and Finishes 150.2150(E)

The market rate units will consist of 2, 3, and 4-bedroom layouts of varying sizes ranging from approximately 1,600-3,500 square feet. All units will have private outdoor terraces in addition to common building amenity spaces. The affordable units will consist of 3-bedroom layouts of approximately 1,600 square feet each with a private outdoor terrace. The affordable units will be similar in size and layout to equivalent market rate units in the building. Final finish selections will be provided when the specific product selections have been made. affordable unit finishes will be similar to the Project design offerings.

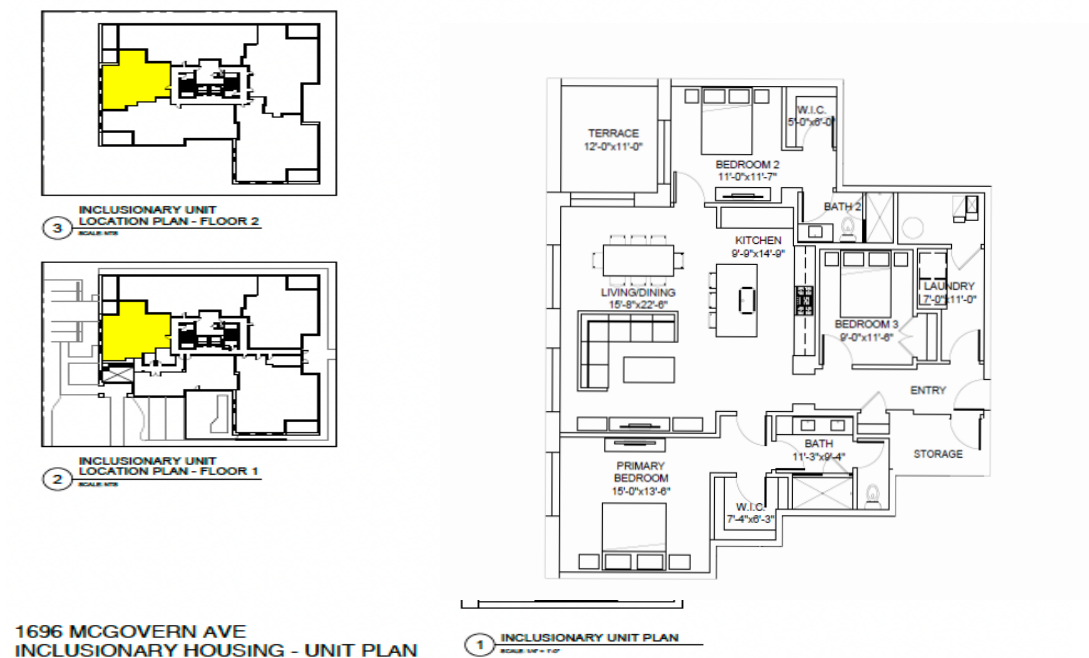
Marketing of the Affordable Housing Units 150.2165

The Applicant commits to engage in good faith marketing of the affordable units, consistent with its marketing plans for the market rate units. The Applicant and its marketing and sales team will prepare materials for marketing similar to the market rate units.

Copies of the marketing plan and materials will be made available when they are finalized for release. Detailed floor plans and specifications of construction and finish materials will be included. Applicant and its sales and marketing team will work with the City and CPAH to facilitate the marketing and sale of the inclusionary units.

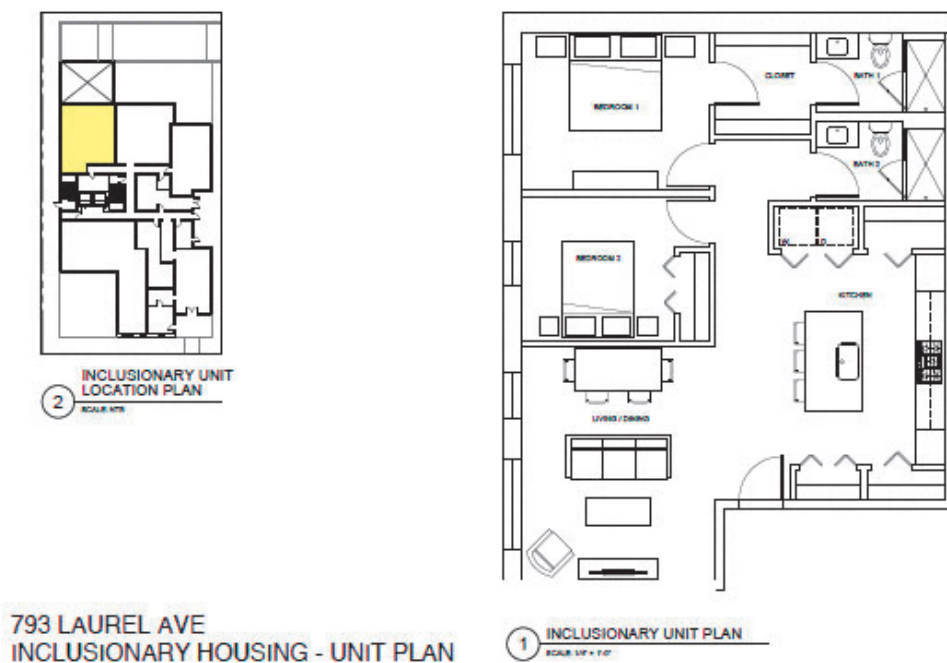
MARKET RATE UNIT MATRIX - 1696 McGOVERN				
Unit	# of BR	SQ FT	Estimated Sale Price	Estimated HOA \$/MO
101	3	2,800	1,685,000	TBD
104	3	2,450	1,480,000	TBD
105	3	2,250	1,365,000	TBD
201	3	2,850	1,775,000	TBD
202	3	2,500	1,550,000	TBD
204	3	2,450	1,525,000	TBD
205	3	2,550	1,600,000	TBD
301	3	2,850	1,850,000	TBD
302	3	2,500	1,625,000	TBD
303	2	1,600	1,050,000	TBD
304	3	2,450	1,600,000	TBD
305	3	2,550	1,675,000	TBD
401	3	2,700	1,950,000	TBD
402	3	2,250	1,675,000	TBD
403	3	2,400	1,775,000	TBD
404	3	2,400	1,775,000	TBD
501	4	3,600	2,900,000	TBD
502	4	3,450	2,775,000	TBD
INCLUSIONARY UNIT MATRIX - 1696 McGOVERN				
103	3	1600	65% AMI	TBD
203	3	1600	100% AMI	TBD

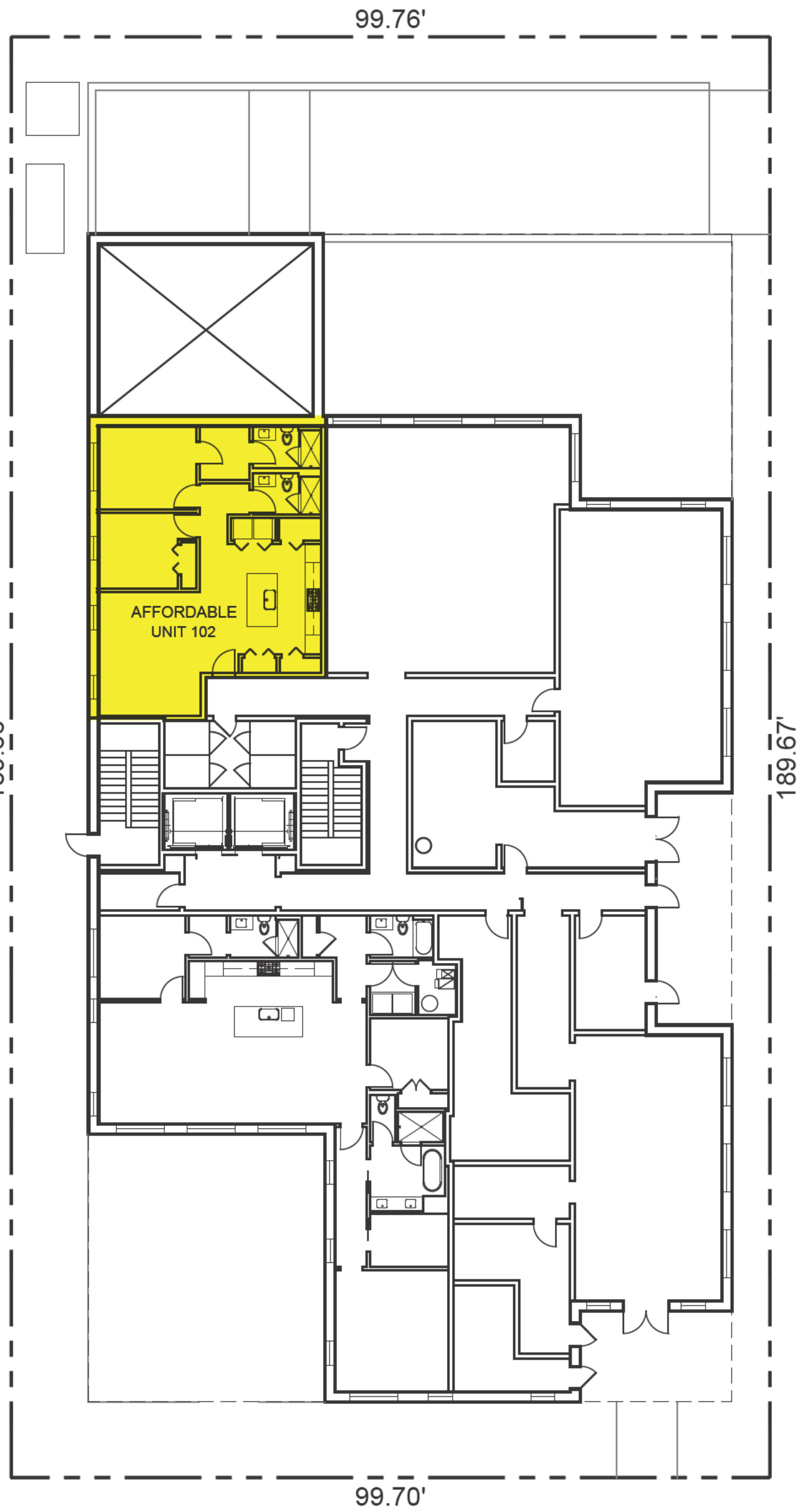
NOTE: ALL DATA INCLUDING SQUARE FOOTAGE AND PRICING ARE PRELIMINARY ESTIMATES AND MAY BE SUBJECT TO CHANGE BY THE DEVELOPER AT ANY TIME



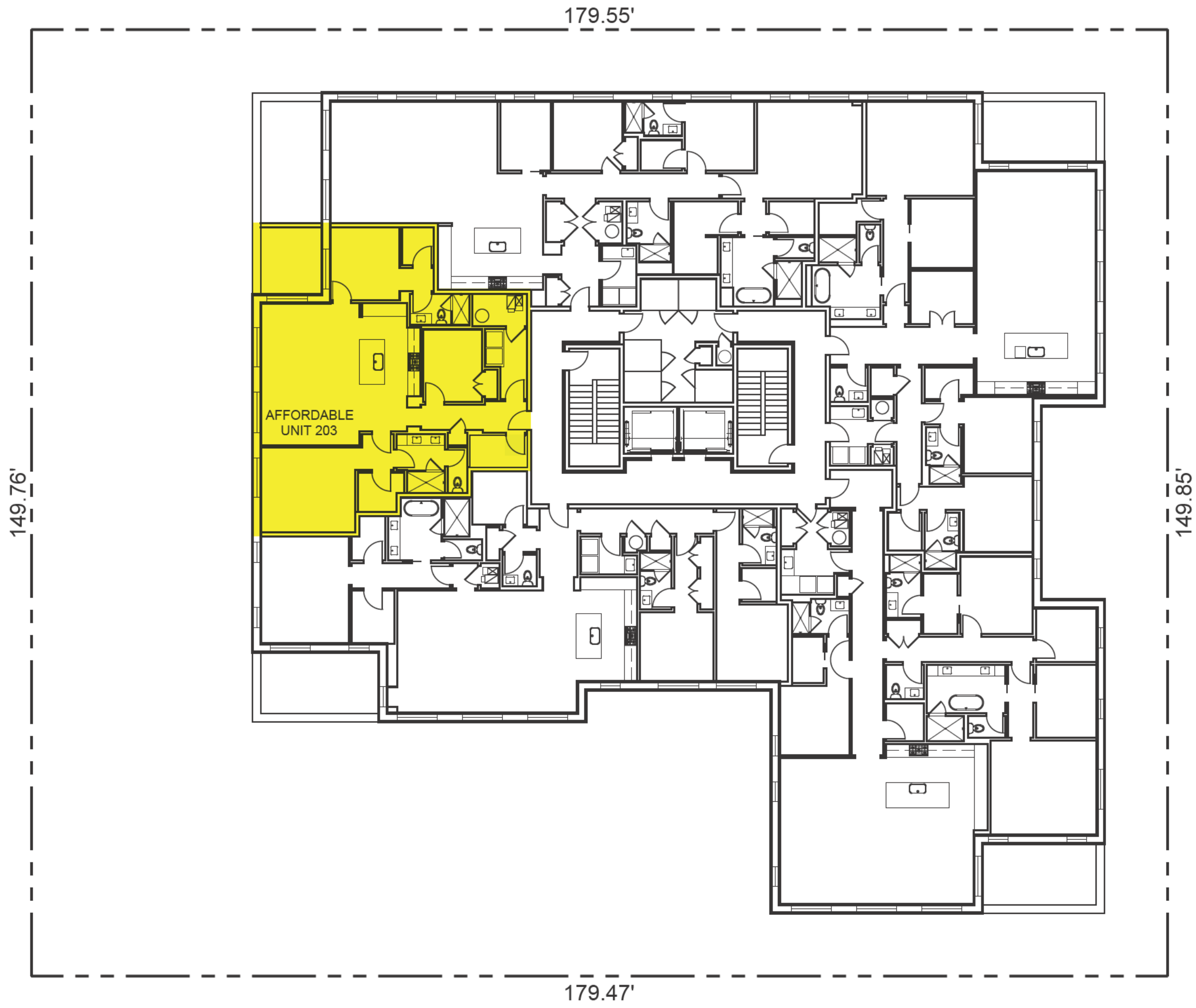
Market Rate Unit Matrix - 793 LAUREL				
Unit	# of BR	SQ FT	Estimated Sale Price	Estimated HOA \$/MO
101	3	1,950	1,175,000	TBD
201	2	2,550	1,600,000	TBD
202	3	1,950	1,225,000	TBD
203	3	2,150	1,350,000	TBD
204	3	1,950	1,225,000	TBD
301	3	3,450	2,250,000	TBD
302	3	2,550	1,650,000	TBD
303	3	2,600	1,700,000	TBD
401	3	2,700	1,950,000	TBD
402	2	2,150	1,550,000	TBD
403	3	2,250	1,625,000	TBD
501	3	2,200	1,700,000	TBD
502	3	2,350	1,800,000	TBD
Affordable Unit Matrix - 793 LAUREL				
Unit	# of BR	SQ FT	Estimated Sale Price	Estimated HOA \$/MO
102	2	1,175	65% AMI	TBD

NOTE: ALL DATA INCLUDING SQUARE FOOTAGE AND PRICING ARE PRELIMINARY ESTIMATES AND MAY BE SUBJECT TO CHANGE BY THE DEVELOPER AT ANY TIME

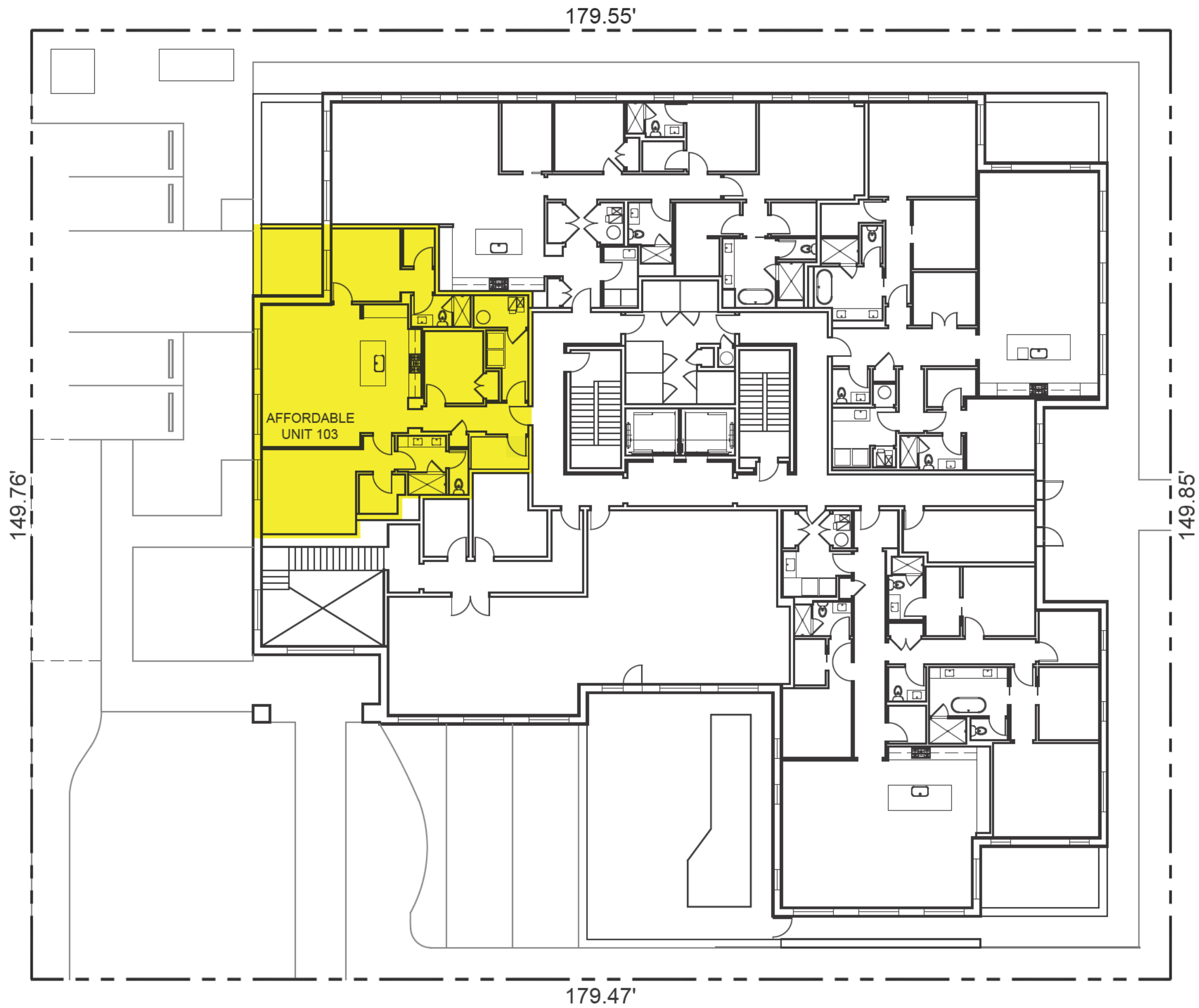




3 FIRST FLOOR PLAN - INCLUSIONARY
793 LAUREL - UNIT 102
SCALE: 1/16" = 1'-0"



2 SECOND FLOOR PLAN - INCLUSIONARY
1696 MCGOVERN - UNIT 203
SCALE: 1/16" = 1'-0"



1 FIRST FLOOR PLAN - INCLUSIONARY
1696 MCGOVERN - UNIT 103
SCALE: 1/16" = 1'-0"



NO	DATE	ISSUE DESCRIPTION
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QC BY: XX DRAWN BY: XX



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SUITE 1850
CHICAGO, IL 60611

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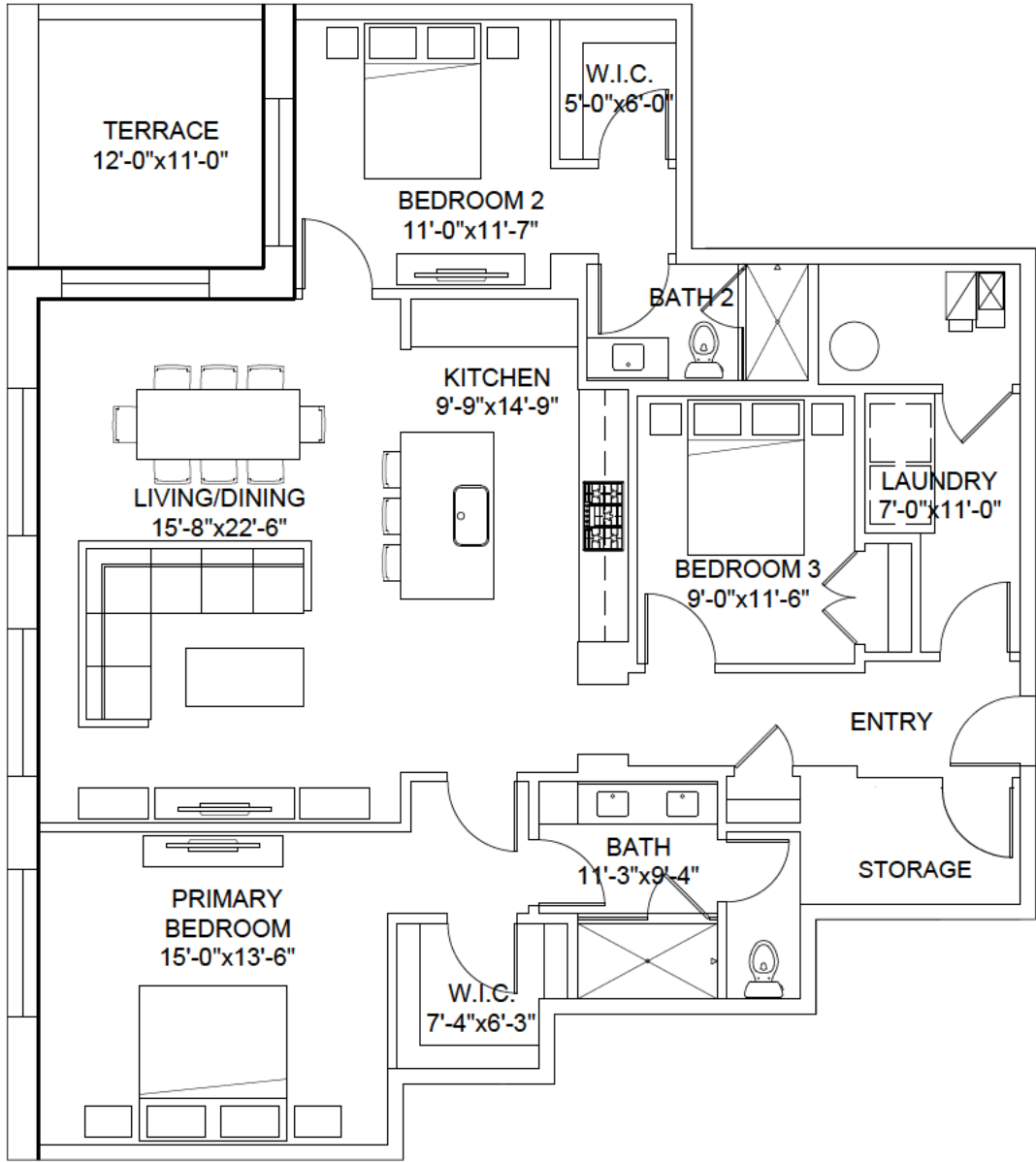
1696
MCGOVERN
AVENUE &
793 LAUREL AVE

HIGHLAND PARK, ILLINOIS 60035

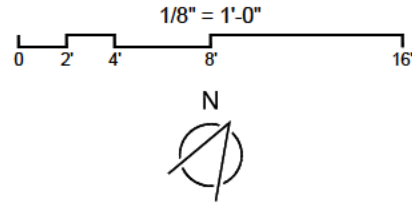
FLOOR PLAN



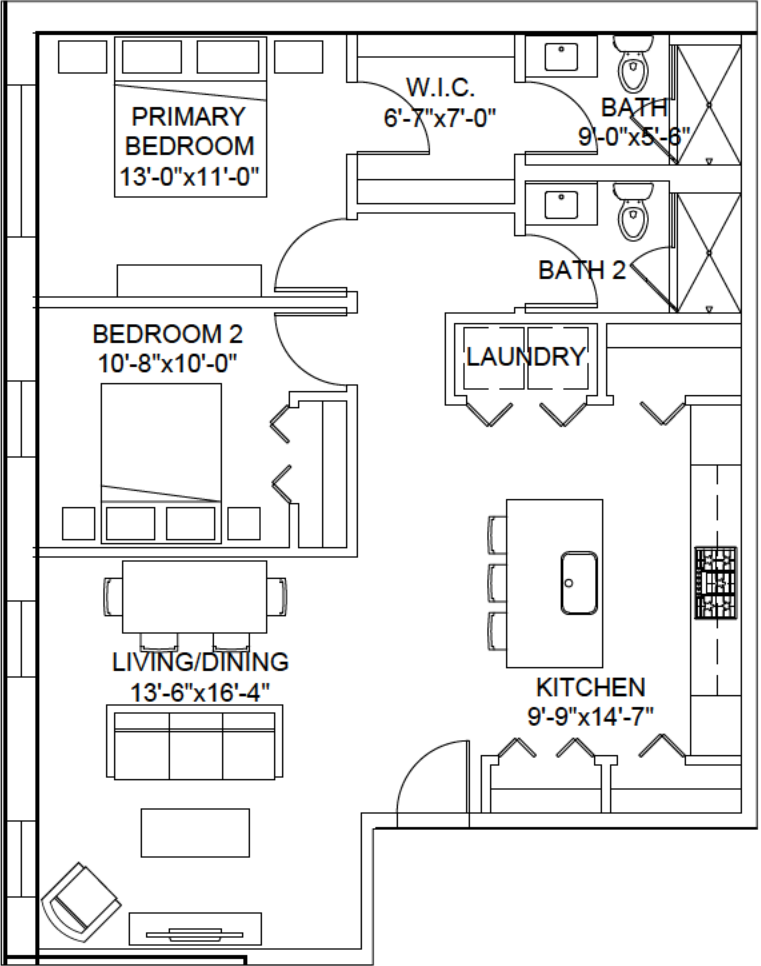
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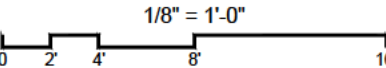
1696 MCGOVERN AVENUE
HIGHLAND PARK, ILLINOIS



AFFORDABLE UNIT
103 & 203
FLOOR PLAN
1600 SF



793 LAUREL AVENUE
HIGHLAND PARK, ILLINOIS



AFFORDABLE UNIT
102
FLOOR PLAN
1175 SF

Laurel McGovern Condominiums

An architectural rendering of a modern, multi-story condominium building. The building features a mix of light-colored brick and large glass windows. It has several balconies with glass railings. The building is situated on a street corner with a sidewalk, trees, and parked cars. The sky is blue with some clouds.

Plan & Design Commission Presentation

April 21, 2026



STREET LEVEL VIEW FROM CORNER OF LAUREL AVE & MCGOVERN AVE



VIEW LOOKING WEST DOWN LAUREL AVENUE



VIEW LOOKING EAST UP LAUREL AVENUE



VIEW OF BUILDING ENTRIES



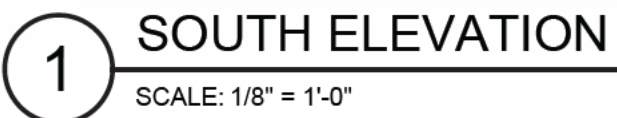
VIEW LOOKING NORTH ACROSS LAUREL AVENUE

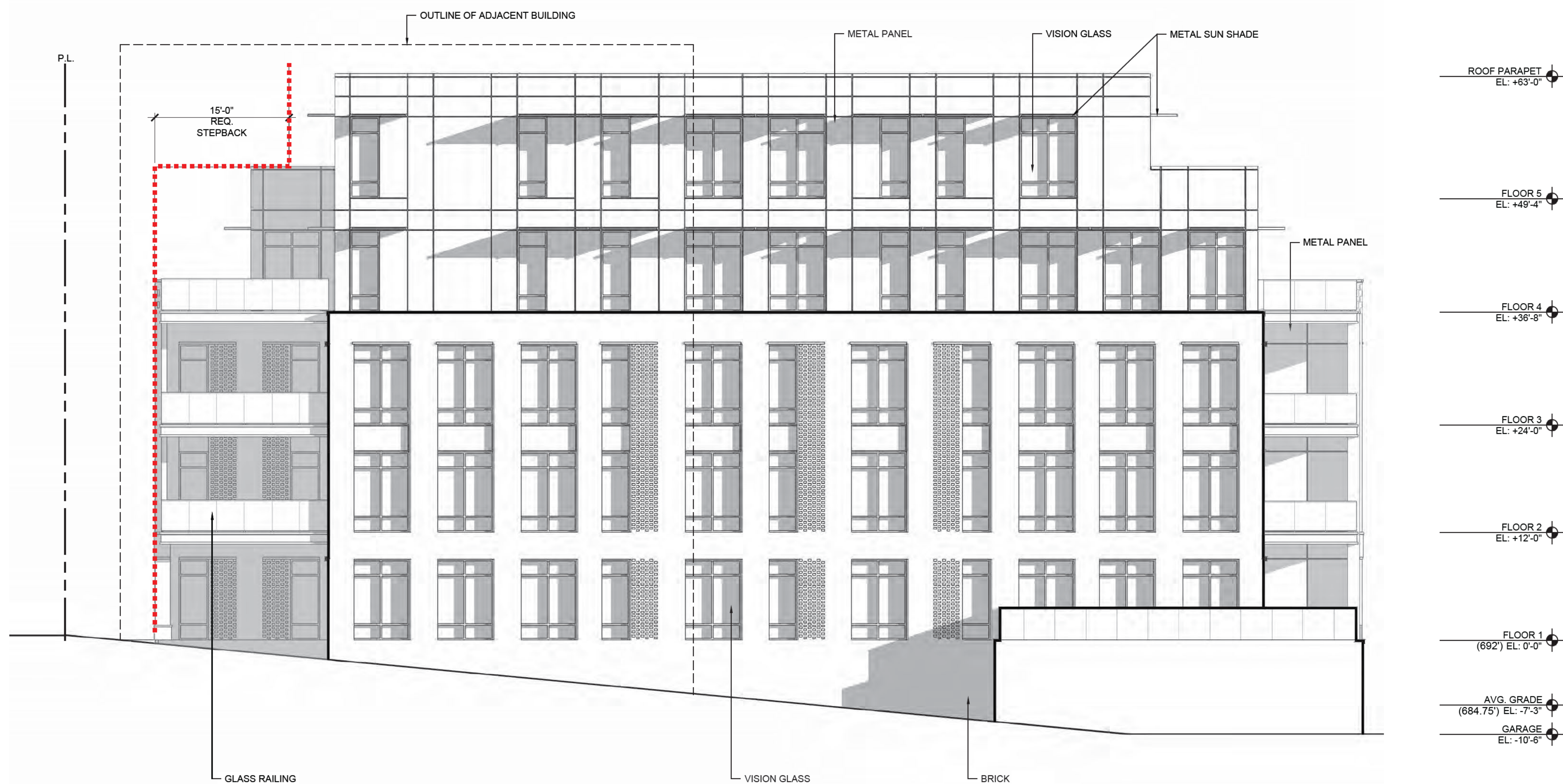


VIEW OF WEST BUILDING AND ALLEY FROM LAUREL AVE



AERIAL VIEW FROM SOUTHWEST





02

18"

4"

8"

16"

SCALE: 1/8" = 1'-0"

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SGW

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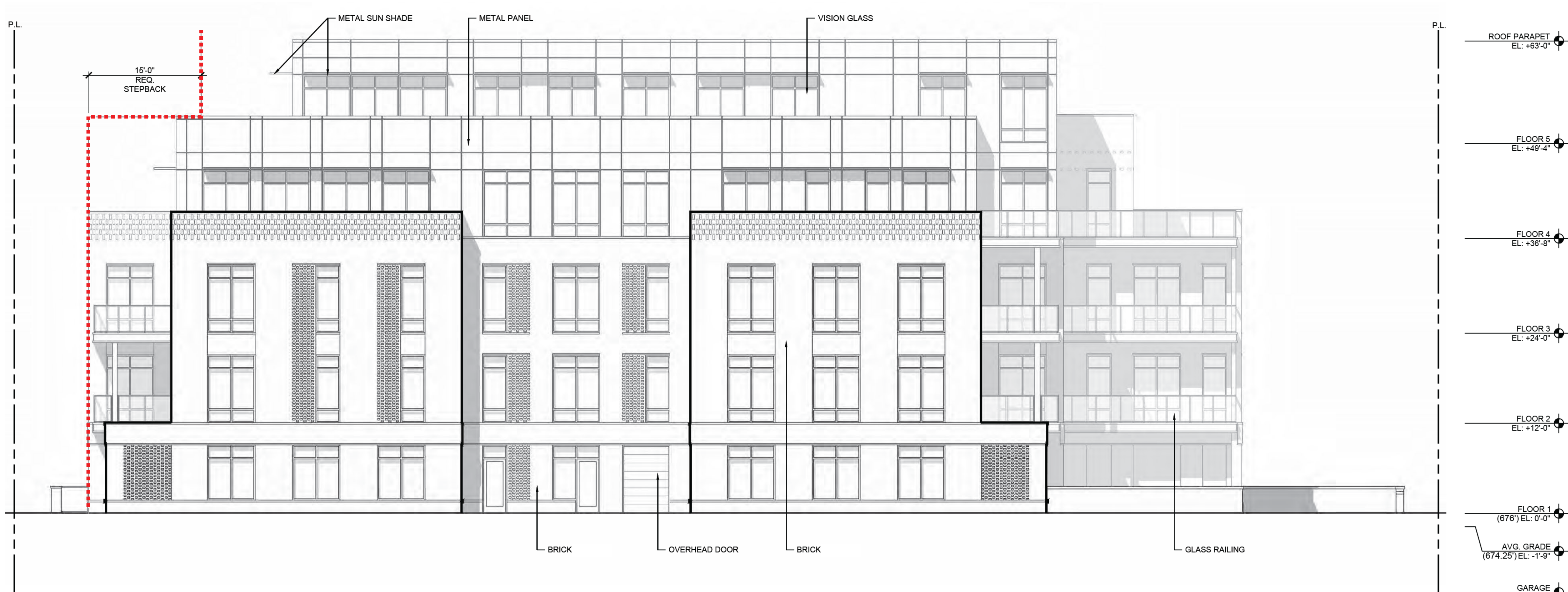
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1696
MCGOVERN
AVENUE

HIGHLAND PARK, ILLINOIS 60035

ELEVATIONS

A2-02



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

02

03/17/26

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793 LAUREL AVENUE

HIGHLAND PARK, ILLINOIS 60035

ELEVATIONS

A2-01



02

02

0

2

4

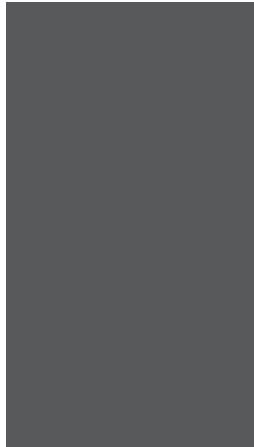
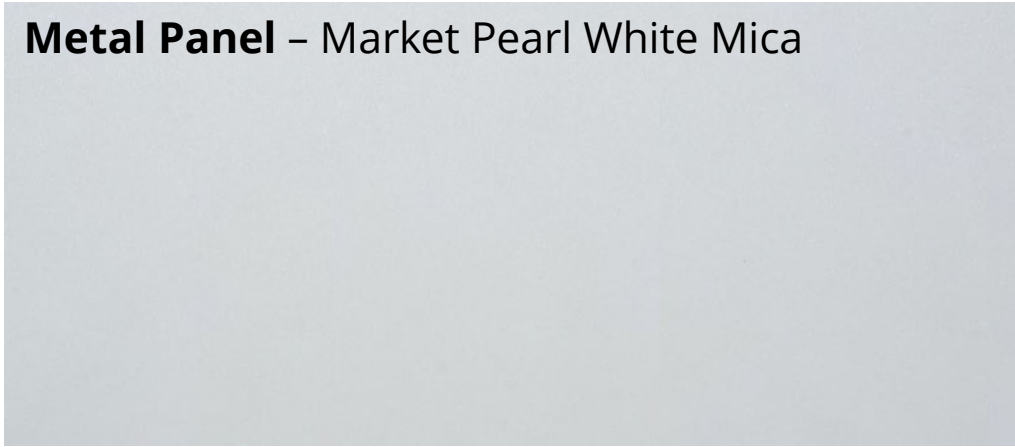
8

16

SCALE: 1/8" = 1'-0"

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793 LAUREL AVENUE		
HIGHLAND PARK, ILLINOIS 60035		
ELEVATIONS		
		A2-02

Metal Panel – Market Pearl White Mica



◀ **Window Frame** - Graphite



Brick - Glen-Gery Stonington Gray Velour



Samples in daylight

