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Scott County Iowa
Rita A. Vargas Recorder
File **2006-00021733**

Return to and Prepared by: Linda L. Kniep, Ahlers & Cooney, P.C., 100 Court Avenue, Ste 600, Des Moines, IA 50309; (515) 243-7611

SUBORDINATION AGREEMENT

Among

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee,

CITY OF DAVENPORT, IOWA,

SCOTT COUNTY HOUSING COUNCIL,

CITY OF DAVENPORT IOWA HISTORIC LOAN FUND,

and

MISSISSIPPI HOUSING PARTNERS, LP

Dated as of June 1, 2006

SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT dated as of June 1, 2006 (as amended, modified, supplemented or assigned from time to time, this "Agreement"), by and among WELLS FARGO BANK, NATIONAL ASSOCIATION (together with any successor trustee under the Indenture described below and their respective successors and assigns, the "Trustee"®) (the Trustee hereinafter collectively referred to as the "Senior Creditor"), CITY OF DAVENPORT, IOWA, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "City"), SCOTT COUNTY HOUSING COUNCIL, an Iowa nonprofit corporation (the "Housing Council") and the CITY OF DAVENPORT IOWA, acting by and through the Department of Community Development, City of Davenport, Iowa for its Historic Preservation Revolving Loan Fund Program (the "City Historic Fund") (the City, the Housing Council and the City Historic Fund, together with its permitted successors and assigns, shall each be referred to as a "Subordinate Lender" and, collectively, as the "Subordinate Lenders") and MISSISSIPPI HOUSING PARTNERS, LP, a limited partnership duly organized and validly existing under the laws of the State of Iowa (together with its permitted successors and assigns, the "Borrower"),

WITNESSETH:

WHEREAS, the Borrower is the owner of certain property located in the City of Davenport, Scott County, Iowa, more particularly described on Exhibit A attached hereto, on which the Borrower intends to rehabilitate certain improvements consisting of a 56 unit multifamily apartment facility, together with related amenities (such property and the improvements described above are collectively referred to herein as the "Property");

WHEREAS, the Property is being acquired and rehabilitated, in part, with the proceeds of Multifamily Housing Revenue Bonds (Mississippi Housing Partners, LP Project) Series 2006 issued by Iowa Finance Authority (together with its successors and assigns, the "Issuer"®), in the original principal amount of \$5,650,000 (the "Bonds"), the proceeds of which are being loaned to the Borrower pursuant to the terms of a Loan Agreement dated as of June 1, 2006 among the Issuer, the Trustee and the Borrower (as amended, modified or supplemented from time to time, the "Loan Agreement") and the Borrower's obligations under the Loan Agreement are evidenced, in part, by a promissory note dated June 1, 2006 (as amended, modified or supplemented from time to time, the "Note"), and secured by, among other things, a first-priority mortgage lien on the Property granted pursuant to a Mortgage and Security Agreement and Fixture Filing (as amended, modified or supplemented from time to time, the "Senior Mortgage"), and an Assignment of Rents, Leases and Other Income (as amended, modified or supplemented from time to time, the "Senior Assignment" and together with the Senior Mortgage, the "Senior Mortgage Documents"). The Loan Agreement, the Note, the Senior Mortgage Documents and all other agreements contemplated therein or evidencing or securing the Borrower's obligations under the Loan Agreement are hereinafter collectively referred to as the "Bond Documents");

WHEREAS, the City has previously made a loan to the Borrower in the amount of \$600,000 pursuant to the terms of that certain Home Investment Partnership (Home) Program Funding Agreement dated as of February 23, 2006 (as amended, modified or supplemented from time to time, the "City's Subordinate Loan Agreement") and evidenced by a promissory note dated February 23, 2006 in the original face amount of \$600,000 (as amended, modified or supplemented from time to time, the "City's Subordinate Note");

WHEREAS, the Borrower's obligations to the City under the City's Subordinate Loan Agreement and the City's Subordinate Note (the "City's Subordinate Indebtedness") are secured by a Mortgage dated as of February 23, 2006 and recorded in the Scott County Recorder's Office on February 23, 2006 as document number 2006-00005852 (as the same may be amended, modified or supplemented from time to time, the "City's Subordinate Mortgage"), (the City's Subordinate Loan Agreement, the City's Subordinate Note, the City's Subordinate Mortgage and all other agreements contemplated therein or evidencing or securing the Subordinate Indebtedness are hereinafter referred to as the "City's Subordinate Loan Documents"); and

WHEREAS, the Housing Council has committed to make a loan to the Borrower in the amount of \$300,000 pursuant to the terms of that certain Scott County Housing Council Award Agreement with an effective date of August 18, 2005 (as amended, modified or supplemented from time to time, the "Housing Council's Subordinate Loan Agreement") and evidenced by a promissory note dated as of June 21, 2006 in the original face amount of \$300,000 (as amended, modified or supplemented from time to time, the "Housing Council's Subordinate Note");

WHEREAS, the Borrower's obligations to the Housing Council under the Housing Council's Subordinate Loan Agreement and the Housing Council's Subordinate Note (the "Housing Council's Subordinate Indebtedness") are secured by certain Open-End Mortgage securing credit up to \$300,000 dated as of June 21, 2006 (as the same may be amended, modified or supplemented from time to time, the "Housing Council's Subordinate Mortgage") (as the same may be amended, modified or supplemented from time to time, the "Housing Council's Subordinate Mortgage Documents") (the Housing Council's Subordinate Loan Agreement, the Housing Council's Subordinate Note, the Housing Council's Subordinate Mortgage Documents and all other agreements contemplated therein or evidencing or securing the Housing Council's Subordinate Indebtedness are hereinafter referred to as the "Housing Council's Subordinate Loan Documents"); and

WHEREAS, the City Historic Fund has committed to make a loan to the Borrower in the amount of \$300,000 pursuant to the terms of that certain Contract Between City of Davenport Iowa and Mississippi Housing Partners, LP dated as of June 21, 2006 (as amended, modified or supplemented from time to time, the "City Historic Fund's Subordinate Loan Agreement") and evidenced by a promissory note dated June 21, 2006 in the original face amount of \$300,000 (as amended, modified or supplemented from time to time, the "City Historic Fund's Subordinate Note");

WHEREAS, the Borrower's obligations to the City Historic Fund under the City Historic Fund's Subordinate Loan Agreement and the City Historic Fund's Subordinate Note (the "City Historic Fund's Subordinate Indebtedness") are secured by that certain Open-End Mortgage securing credit up to \$300,000 dated as of June 21, 2006 (as the same may be amended, modified or supplemented from time to time, the "City Historic Fund's Subordinate Mortgage") (the City Historic Fund's Subordinate Loan Agreement, the City Historic Fund's Subordinate Note, the City Historic Fund's Subordinate Mortgage Documents and all other agreements contemplated therein or evidencing or securing the City Historic Fund's Subordinate Indebtedness are hereinafter referred to as the "City Historic Fund's Subordinate Loan Documents"); and

WHEREAS, the City's Subordinate Indebtedness, the Housing Council's Subordinate Indebtedness and the City Historic Fund's Subordinate Indebtedness shall be referred to herein, collectively, as the "Subordinate Indebtedness"; and

WHEREAS, the City's Subordinate Mortgage Documents, the Housing Council's Subordinate Mortgage Documents and the City Historic Fund's Subordinate Mortgage Documents shall be referred to herein, collectively, as the "Subordinate Mortgage Documents"; and

WHEREAS, the City's Subordinate Loan Documents, the Housing Council's Subordinate Loan Documents and the City Historic Fund's Subordinate Loan Documents shall be referred to herein, collectively, as the "Subordinate Loan Documents"; and

WHEREAS, it is a condition precedent to the Issuer's issuance and the initial purchaser's purchase of the Bonds that the Senior Mortgage Documents shall be and remain liens or charges upon the Property prior and superior to the lien or charge of the Subordinate Mortgage Documents, and that the Subordinate Indebtedness be subordinated in right of payment to the Senior Indebtedness.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood, and agreed as follows:

1. Subordination of Subordinate Mortgage. The Subordinate Lenders declare, agree and acknowledge that the Senior Mortgage Documents, and any renewals or extensions thereof, and any modifications thereof or substitutions therefor which do not increase the principal balance secured thereby (except increases by reason of protective advances or payment of the Senior Creditor=s costs) and all advances made pursuant to the Senior Mortgage Documents, all costs and expenses secured thereby and interest on the foregoing shall unconditionally be and remain at all times liens or charges on the Property prior and superior to the liens or charges of the Subordinate Mortgage Documents.

2. Subordination of Subordinate Indebtedness. The Subordinate Indebtedness is hereby subordinated in right of payment to any and all of the Senior Indebtedness. Notwithstanding the

foregoing, unless and until the Senior Creditor gives a Subordinate Lender notice of the occurrence of a Default under the Bond Documents, the Subordinate Lender may receive and accept payments on account of principal and interest payable under its respective Subordinate Note. If a Subordinate Lender shall receive any payments or other rights in any property of the Borrower after the Senior Creditor has given said Subordinate Lender notice of a Default under the Bond Documents, such payment or property shall be received by said Subordinate Lender in trust for the Senior Creditor and shall immediately be delivered and transferred to the Senior Creditor.

3. Subordination to Regulatory Agreement. The parties hereto agree that the terms and conditions of the Subordinate Loan Documents and the Subordinate Indebtedness are declared subject and subordinate to the terms and conditions of that certain Regulatory Agreement between Issuer, Trustee and Borrower, dated as of June 1, 2006.

4. Exercise of Remedies.

(a) Each Subordinate Lender declares, agrees, and acknowledges that it will not, without the prior written consent of the Senior Creditor prior to the expiration of the Standstill Period: (i) accelerate the Subordinate Indebtedness; (ii) commence any action to foreclose or exercise any power of sale under the Subordinate Mortgage; (iii) accept a deed or assignment in lieu of foreclosure for the Property or any part or portion thereof; (iv) seek or obtain a receiver for the Property or any part or portion thereof; (v) take possession or control of the Property, or collect or accept any rents from the Property; (vi) sue the Borrower under any of the Subordinate Loan Documents; (vii) take any action that would terminate any leases or other rights held by or granted to or by third parties with respect to the Property; (viii) initiate any petition for bankruptcy, assignment for the benefit of creditors or creditor's agreement with respect to the Borrower; (ix) incur any obligation to the Borrower other than as provided in the Subordinate Note, or (x) take any other enforcement action against the Property or any part or portion thereof. Notwithstanding the foregoing to the contrary, a Subordinate Lender may proceed with enforcement actions (A) against the Property or the Borrower to the extent such enforcement actions relate solely to enforcement of applicable building code regulations promulgated by the City of Davenport, Iowa, (B) against the Property, Borrower or any tenant in attempt to abate as a nuisance certain activities that occur on the property as a result of criminal activity originating on the property; or (C) after expiration of the one year from the date notice is received by Senior Creditor, obtain a judgment lien against the property solely for purposes of preserving lien rights (which lien shall be subordinate in all respects to the lien of Senior Creditor) provided that the foregoing (i) through (x) shall not be violated for the term of Standstill Period. For purposes of the foregoing, "Standstill Period" shall mean the later of: (a) two (2) years from receipt by the Senior Creditor of a notice of default under the Subordinate Loan Documents from the Subordinate Lenders; and (b) one (1) day beyond the "Compliance Period" as such term is defined under Section 42(i)(1) of the Internal Revenue Code of 1986, as amended (the "Code").

(b) Each Subordinate Lender agrees that the Senior Creditor shall have, as determined in accordance with and subject to the terms of the Bond Documents, upon the occurrence of an Event of

Default under and as defined in the Bond Documents, the right to (i) accelerate the Senior Indebtedness; (ii) commence any action to foreclose or exercise any power of sale under the Senior Mortgage; (iii) accept a deed or assignment in lieu of foreclosure for the Property or any part or portion thereof; (iv) seek or obtain a receiver for the Property or any part or portion thereof; (v) take possession or control of the Property, and collect and accept rents from the Property; (vi) sue the Borrower under any of the Bond Documents; (vii) exercise any rights of set-off or recoupment that the Senior Creditor may have against the Borrower; or (viii) take any other enforcement action against the Property or any part or portion thereof, all without any responsibility or liability to the Subordinate Lender with respect to the Property.

(c) Each Subordinate Lender agrees that the Senior Creditor shall have absolute power and discretion, without notice to the Subordinate Lender, to deal in any manner with the Senior Indebtedness, including interest, costs and expenses payable by the Borrower to the Senior Creditor, and any security and guaranties therefor, including, but not by way of limitation, release, surrender, extension, renewal, acceleration, compromise or substitution; provided that the Senior Creditor shall not increase the principal amount of the indebtedness to which the Subordinate Loan Documents are *subordinate (other than increases resulting from protective advances or payment of the Senior Creditor=s costs)* without the prior written consent of the Subordinate Lender, which shall not be unreasonably withheld or delayed.

(d) Each Subordinate Lender further agrees that if at any time the Subordinate Lender should commence any foreclosure proceeding, or commence any action to execute on any lien obtained by way of attachment or otherwise on the Property, or otherwise take any action prohibited under Paragraph 4(a), the Senior Creditor shall (unless the Senior Creditor have consented to such action or remedy) be entitled to have the same vacated, dissolved and set aside by such proceedings at law or otherwise as the Senior Creditor may deem proper, and this Agreement shall be and constitute full and sufficient grounds therefor and shall entitle the Senior Creditor to become a party to any proceedings at law or otherwise in or by which the Senior Creditor may deem it proper to protect their interests hereunder.

(e) No act, omission, breach or other event under this Agreement shall defeat, invalidate or impair in any respect the absolute, unconditional and irrevocable subordination of the Subordinate Loan Documents to the Bond Documents as provided in this Agreement.

5. No Marshaling of Assets. Each Subordinate Lender specifically waives and renounces any right which it may have under any applicable statutes, whether at law or in equity, to require the Senior Creditor to marshal collateral or to otherwise seek satisfaction from any particular assets or properties of the Borrower or from any third party.

6. Bankruptcy Matters. The subordination provided for in this Agreement shall apply, notwithstanding the availability of other collateral to the Senior Creditor or the actual date and time of execution, delivery, recordation, filing or perfection of the Senior Mortgage Documents or the Subordinate Mortgage and, insofar as the Subordinate Lender is concerned, notwithstanding the fact

that the Senior Indebtedness or any claim for the Senior Indebtedness may be subordinated, avoided or disallowed, in whole or in part, as against the Borrower under the Bankruptcy Code or other applicable federal or state law. In the event of any proceeding, whether voluntary or involuntary, for insolvency, liquidation, reorganization, dissolution or bankruptcy, or any other similar proceeding pursuant to the Bankruptcy Code or other applicable federal or state law (a "Reorganization Proceeding"), the Senior Indebtedness shall include all interest and fees accrued on the Senior Indebtedness, in accordance with and at the rates specified in the Bond Documents, both for periods before and for periods after the commencement of such Reorganization Proceeding, even if the claim for such interest and/or fees is not allowed as against the Borrower pursuant to applicable law.

7. Payment Set Aside. To the extent any payment under any of the Bond Documents (whether by or on behalf of the Borrower, as proceeds of security or enforcement of any right of set-off, or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under the Bankruptcy Code or any federal or state bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

8. Casualty and Condemnation Proceeds. Each Subordinate Lender shall have no right to participate in the adjustment of the proceeds of insurance payable as the result of any casualty to the Improvements, or to participate in any manner whatsoever in activities relating to restoration or reconstruction, and the Senior Creditor shall have the exclusive right to receive, administer and apply all such proceeds as set forth in the Bond Documents. In the event the Senior Creditor shall release, for the purposes of restoration of all or any part of the Property, their right, title and interest in and to the proceeds under policies of insurance thereon, and/or their right, title and interest in and to any awards, or their right, title and interest in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, the Subordinate Lender shall simultaneously release for such purpose all of the Subordinate Lender's right, title and interest, if any, in and to all such insurance proceeds, awards or compensation. Each Subordinate Lender agrees that the balance of such proceeds remaining after such restoration, or all of such proceeds in the event such proceeds are not released for any such restoration pursuant to the Bond Documents, shall be applied to the payment of amounts due under the Bond Documents until all such amounts have been paid in full, prior to being applied to the payment of any amounts due under the Subordinate Loan Documents. If the Senior Creditor hold such proceeds, awards or compensation and/or monitor the disbursement thereof, the Subordinate Lender agree that the Senior Creditor shall also hold and monitor the disbursement of such proceeds, awards and compensation to which the Subordinate Lender is or may be entitled. Nothing contained in this Agreement shall be deemed to require the Senior Creditor, in any way whatsoever, to act for or on behalf of the Subordinate Lender or to hold or monitor any proceeds, awards or compensation in trust for or on behalf of the Subordinate Lender.

9. Indemnification and Subrogation. If a Subordinate Lender or any affiliate shall acquire, by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Property, that lien, estate, right or other interest shall be subordinate to the Senior Mortgage

Documents and the other Bond Documents as provided herein, and the Subordinate Lender or such affiliate hereby waives, until all amounts owed under the Senior Indebtedness have been indefeasibly paid in full, the right to exercise any and all such rights it may acquire by indemnification, subrogation or otherwise.

10. Subordination Effective. This Agreement, the subordination effected hereby, and the respective rights and priorities of the parties hereto in and to the Property, shall be effective as stated herein, notwithstanding any modification or amendment of any Bond Documents (other than any modification or amendment of any Bond Documents that increases the amount of indebtedness to which the Subordinate Indebtedness is subordinate for reasons other than protective advances or costs of the Senior Creditor), or the obtaining by the Senior Creditor or the Subordinate Lender of any additional document confirming, perfecting or otherwise affecting the Bond Documents or the Subordinate Loan Documents, as the case may be.

11. Amendments of Subordinate Loan Documents and Bond Documents. The Borrower and each Subordinate Lender agree that they will not enter into any amendment, modification or supplement to any of the Subordinate Loan Documents without the express prior written consent of the Senior Creditor (which consent shall not be unreasonably withheld). No consent of the Subordinate Lender shall be required for any amendment, modification or supplement to any of the Bond Documents, provided that no amendment, modification or supplement to any of the Bond Documents shall increase the amount of indebtedness to which the Subordinate Loan Documents are subordinate other than increases resulting from protective advances or costs of the Senior Creditor.

12. Further Assurances. The parties hereto shall cooperate fully with each other in order to carry out promptly and fully the terms and provisions of this Agreement. Each party hereto shall from time to time execute and deliver such other agreements, documents or instruments and take such other actions as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

13. No Waiver. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

14. Equitable Remedies. Each party hereto acknowledges that, to the extent that no adequate remedy at law exists for breach of its obligations under this Agreement, in the event any party fails to comply with its obligations hereunder, the aggrieved party shall have the right to obtain specific performance of the obligations of such defaulting party, *injunctive relief*, or such other equitable relief as may be available, other than consequential or punitive damages.

15. Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed to be given when received by the party to whom it is addressed. Notwithstanding the foregoing, if any such notice is not received or cannot be delivered due to a change in the address of

the receiving party of which notice was not previously given to the sending party or due to a refusal to accept by the receiving party, such notice shall be deemed received on the date delivery is attempted. Notices shall be in writing and sent by certified U.S. mail, hand delivery, or by special courier (in each case, return receipt requested). Notices to any other party hereto shall be sent to the parties at the following addresses or such other address or addresses as shall be designated by such party in a written notice to the other parties:

If to Trustee: Wells Fargo Bank, National Association
MAC N8200-034
666 Walnut Street
P.O. Box 837
Des Moines, Iowa 50304

If to City: City of Davenport, Iowa
226 W. 4th Street
Davenport, Iowa 52801

If to Housing Council: Scott County Housing Council
1212 West 3rd Street, Suite A
Davenport, Iowa 52802
Attn: Rick Schloemer

If to City Historic Fund: City of Davenport
c/o Economic Development Specialist
City Hall, 226 West Fourth Street
Davenport, Iowa 52801

Each Notice shall be effective the day delivered if personally delivered, the next business day if sent by overnight courier or three (3) days after being deposited in the United States Mail as aforesaid. Rejection or other refusal to accept or the inability to deliver because of changed address for which no Notice was given shall be deemed to be receipt of the Notice sent. Each of the Borrower, the Senior Creditor and the Subordinate Lender shall have the right from time to time and at any time during the term of this Agreement to change its respective address and the right to specify as its address any other address within the United States of America.

16. Limitations. This Agreement shall not affect or govern the rights of the Senior Creditor as among themselves.

17. No Third Party Beneficiaries. No person or entity other than the parties hereto and their respective successors and assigns shall have any rights under this Agreement.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

19. Amendment, Supplement, Modification, Waiver and Termination. No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against a party against whom the enforcement of such amendment, supplement, modification, waiver or termination would be asserted, unless such amendment, supplement, modification, waiver or termination was made in a writing signed by such party.

20. Severability. In case any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and other application thereof, shall not in any way be affected or impaired thereby.

21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa, without giving effect to its conflict of laws principles.

22. Captions. Captions and headings in this Agreement are for convenience of reference only and shall not define, expand or limit the provisions hereof.

23. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

24. Integration. This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Subordination Agreement as of the date and year first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By *Carolynn R. Fisher*
Carolynn R. Fisher, Assistant Vice President

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On June 21, 2006, before me, *Karen L. Biegler*, a Notary Public, personally appeared Carolynn R. Fisher, Assistant Vice President of Wells Fargo Bank, National Association, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument Wells Fargo Bank, National Association executed the instrument.

WITNESS my hand and official seal.

Karen L. Biegler
Notary Public

(SEAL)



CITY OF DAVENPORT, IOWA

By [Signature]
Name: Craig Malin
Title: CITY ADMINISTRATION

STATE OF IOWA)
) ss.
COUNTY OF _____)

On June 22, 2006, before me, Trudy Crane, a Notary Public, personally appeared Craig Malin, City Administrator of the City of Davenport, Iowa, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the City of Davenport, Iowa executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

(SEAL)



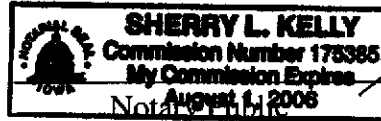
SCOTT COUNTY HOUSING COUNCIL

By Timothy Huey
Name: Timothy Huey
Title: PRESIDENT, SCHC

STATE OF IOWA)
) ss.
COUNTY OF Scott)

On June 23, 2006, before me, Sherry L. Kelly, a Notary Public, personally appeared Timothy Huey, President of the Scott County Housing Council, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the Scott County Housing Council executed the instrument.


WITNESS my hand and official seal.



Sherry L. Kelly

(SEAL)

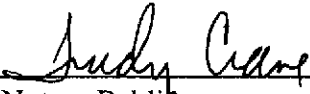
CITY OF DAVENPORT IOWA HISTORIC
LOAN FUND

By 
Name: CRAG MARTIN
Title: CITY ADMINISTRATOR

STATE OF IOWA)
) ss.
COUNTY OF _____)

On June 22 2006, before me, Trudy Crane, a Notary Public, personally appeared Craig Martin, City Administrator of the City of Davenport Iowa Historic Loan Fund, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the City of Davenport Iowa Historic Loan Fund executed the instrument.

WITNESS my hand and official seal.

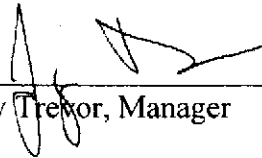

Notary Public

(SEAL)



MISSISSIPPI HOUSING PARTNERS, LP, an
Iowa limited partnership

By: MISSISSIPPI HOUSING DEVELOPMENT,
LLC, an Iowa limited liability company, its
general partner

By 
Jay Trevor, Manager

STATE OF IOWA)
) ss.
COUNTY OF Polk)

On June 21, 2006, before me, Karen L. Bieghler, a Notary Public, personally appeared Jay Trevor, Manager of Mississippi Housing Development, LLC, general partner of Mississippi Housing Partners, LP personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his/her authorized capacity, and that by his signature on the instrument he executed the instrument as Manager of the general partner of, and on behalf of, Mississippi Housing Partners, LP.

WITNESS my hand and official seal.


Notary Public

(SEAL)



EXHIBIT A
LEGAL DESCRIPTION

Mississippi Hotel Unit in Mississippi Lofts, a Condominium, in the City of Davenport, Scott County, Iowa, as shown and as legally described in Declaration of Submission of Property to Horizontal Property Regime of Mississippi Lofts, recorded as Document No. 2006-00003341 in the Office of the Recorder of Scott County, Iowa, on January 31, 2006, including an undivided interest in and to the general common elements and facilities of the Condominium Regime. Such Horizontal Property Regime affecting the real estate described as Lots 1, 2 and 3 in Block 57, in LeClaire's Second Addition to the Town (now City) of Davenport, Scott County, Iowa, which has the address of 106 E 3rd St, Davenport IA 52801.

NJACKSON\497239.1\WP\21943001