UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re:	Chapter 11
PARKVIEW APARTMENTS NON-PROFIT HOUSING,	Case No. 05-57708
	Hon. Phillip J. Shefferly
Debtor.	

JOINT REPLY OF DEBTOR AND CHUN TAI HOLDING LLC TO CREDITOR-RESIDENT'S RESPONSE TO DEBTOR'S MOTION FOR ORDER APPROVING SALE TO CHUN TAI HOLDING, LLC

Parkview Apartments Non-Profit Housing (the "Debtor" or "Parkview") and Chun Tai Holding LLC ("CHT")[1], by and through their below-signed counsel, for their Joint Reply to the alleged Creditor-Resident's Response to Debtor's Motion for Order Approving Sale of Parkview Apartments to CHT (the "Objection"), states:

I. INTRODUCTION

CHT is the only viable bidder for Parkview Apartments and has agreed to purchase the Debtor's property (the "Property") for an amount well above the amount of Parkview's secured debt providing for a possible distribution to unsecured creditors which will be otherwise unavailable in this bankruptcy case. Without this sale Debtor will not have the ability to make distributions to unsecured creditors, and the estate would clearly be insolvent. Five tenants, as individuals and not on behalf of any of the other tenants at the Property, have filed an objection to this sale (Sharon Rutledge, Lula

[1] CHT is a creditor of the estate. See Notice of Transfer of Claim No. 7 Pursuant to Federal Rule of Bankruptcy Procedure 3001, filed March 17, 2006 (Docket No. 117).

Hampton, Nachelle Johnson, Taura Cheatam and Phyllis Davis (the “Five Tenants”)) based on general objections that they have special rights as low-income project tenants that are being violated, rights apparently beyond those that are afforded to tenants under section 365(h) of the Bankruptcy Code.

The Five Tenants do not have any “interests in [the] property” as contemplated in section 363(f), sufficient to object to the sale, but to the extent such interests exist, the proposed sale of the property does not impair those rights. Even if the sale did impair those rights, this Court should authorize the sale of the property over the Five Tenants objection pursuant to sections 363(f)(1), 363(f)(4), and 363(f)(5). Furthermore, even if such interests were impaired by the sale and not subject to the above-mentioned subsections of section 363(f), the Five Tenants’ objection should nevertheless be overruled because it seeks to keep this property in limbo while it is in an advanced state of deterioration, threatening the health and safety of the other residents whose interests the Five Tenants claim disingenuously to represent. See Exhibit G, complete list of tenants of Property, by unit.[2] Finally, the Five Tenants are an extreme minority of tenants, and their desires should not up-end a clear, objective solution to the problems suffered by most or all of the tenants at the Property.

At the April 28, 2006, hearing (the “Hearing”), representatives for Debtor, CHT and HUD each stated there was an agreement among these parties for this sale. That Agreement was reflected in the April 27, 2006 letter agreement prepared by the Department of Justice. See Exhibit H. However, on May 4, 2006, the Department of Justice issued another letter stating there was an impasse. See Exhibit I. CHT and the

[2] Continued from Motion for Order Approving Sale, Docket No. 133, attaching Exhibits A-F.

Debtor are at a loss as to what that impasse might be. Through its counsel on May 4th, CHT responded that the only impasse was the timeliness of HUD's internal processing. See Exhibit J. Nonetheless, CHT is prepared to proceed with the sale as originally requested in Debtor's Motion seeking court authorization to sell the Property to CHT for $2.6 million over a lack of agreement and objections by HUD. There are no legal barriers to the Court's approval of the sale to CHT, a sale that is clearly in the best interest of the estate.

II. FACTS

The Debtor owns and operates a 144-unit, low to moderate income housing complex in Ypsilanti, Michigan (the "Property") which it has operated since the early 1970's.

The Property is the subject of a Federal National Mortgage Association ("FNMA") loan secured by a mortgage ("Mortgage") (attached hereto as Exhibit K) insured through the Department of Housing and Urban Development ("HUD"). The Mortgage contains a rider with a limited ability to prepay the mortgage without HUD approval, for example in the event of homeownership or if the borrower becomes a limited dividend mortgagor. In no case was the original deal that HUD have unfettered discretion in allowing prepayment. HUD paid the claim on that Mortgage and FNMA assigned the loan to HUD as lender.

Prior to Debtor filing for Chapter 11, HUD alleged various defaults pursuant to a Regulatory Agreement between Parkview and HUD, and accelerated the Mortgage. See Exhibit L, Statement of Multifamily Mortgage Account; see also Exhibit M, Notice of Default and Foreclosure Sale, at p. 2.

HUD initiated an administrative foreclosure process against Parkview in late April 2005 and advertised a foreclosure sale (the "Foreclosure Sale") and foreclosed on the Property through the Multifamily Mortgage Foreclosure Act, 12 U.S.C. §3701 et seq.

HUD conducted the Foreclosure Sale of the Property and accepted a bid of $2,600,000.00 from CHT on May 26, 2005. Thereafter Debtor filed its Chapter 11 proceeding on June 1, 2005 which stayed the closing of the Foreclosure Sale.

On September 27, 2005, HUD filed its Motion for Relief From Stay (Docket No. 57) ("Original HUD Stay Motion").

In the Original HUD Stay Motion, HUD stated that the "physical condition of the Project continues to decline due to Parkview's persistent inability to perform necessary maintenance and repairs and to pay current operating expenses." Original HUD Stay Motion at p. 6.

On December 5, 2005, tenants Sharon Rutledge, Nachelle Johnson, Lula Hampton and Taura Cheatham, and a purported tenants' association, filed an injunction action in the U.S. District Court for the Eastern District of Michigan entitled Rutledge et al. v. Jackson, 05-CV-74605. On February 6, 2006, HUD filed its Motion to Dismiss that action, stating that CHT had been selected as the successful bidder. See Exhibit N. Inexplicably, HUD cancelled the sale on February 14, 2006, the day before the District Court was to hear HUD's dispositive Motion. See Exhibit O, Stipulated Amended Order; see also Letter to Director of HUD from counsel to CHT Regarding Termination of Foreclosure Sale, at Exhibit P.

On March 21, 2006, the United States' filed its Emergency Motion for Modification of Order Granting Relief from Automatic Stay to Give Secured Creditor

HUD Mortgagee Possession and to Authorize Renewed Foreclosure of Secured Debt (Docket No. 118), which CHT and Debtor have opposed. On April 10, 2006 Debtor filed its Motion for Order Approving the Sale of Debtor's Property to Chun Tai Holding, LLC Free and Clear of Liens, Claims, Encumbrances and Interests Pursuant to 11 USC § 363 and Federal Rules of Bankruptcy Procedure 6004 and Without Transfer Taxes Pursuant to 11 USC § 1149 (Docket No. 133) (the "Sale Motion"). On April 28, 2006, this court held the Hearing on the Motion to Sell . At the hearing on the Sale Motion (the "Hearing"), the Debtor, CHT, and HUD described to the Court an agreement reached between those parties to, in relevant part, sell Parkview Apartments to CHT, which in turn would restore the Property to decent, safe and sanitary housing (a transcript of the Hearing was ordered on May 5, 2006). CHT has agreed to execute a use agreement maintaining the Property as low-income housing, as currently exists under the HUD-assisted mortgage, for the remaining 5 year term of the mortgage. CHT has also agreed to renew the Housing Assistance Payments ("HAP") Contract for 5 years. In addition, Debtor, HUD and CHT agreed to payment of up to $200,000 from the sale price in cure costs for the Section 8 HAP Contract which would be placed in escrow for immediate use for upgrading the property. However, with no explanation, HUD unilaterally believes there is an "impasse," just as HUD unilaterally cancelled the prior Foreclosure Sale.

The Five Tenants have been part of an effort to prevent the sale of the Property as it continues to deteriorate and as conditions arise that thwart the Debtor's plans and any realistic opportunity to optimize recovery for the unsecured creditors in this bankruptcy case. Four of the Five Tenants are substantially delinquent in their lease payments. See Exhibit Q, Declaration of Shirley Miller, at para. 6. Indeed, at least eleven (11) other residents have stated in the declarations attached as Exhibits R-BB, that they are in favor of the sale and repair of the Property, and that the counsel for the Five Tenants do not speak for them.[3]

III. ARGUMENT

A. *Tenants Rights Are Specifically Addressed By Section 365(h)*

1. The Five Tenants' Interests Are Protected Pursuant to Section 365(h)

The Objection asserts the purported rights of the Tenants "not to be evicted without good cause," "to a lease that does not contain unreasonable terms and conditions," "to engage in tenant organizing," and to a "below-market rental rate." See page 4 of the Objection. Without conceding that the Five Tenants actually have any of these rights, these rights are clearly and intentionally protected by section 365(h), which is unaffected by the proposed sale of the Property. Debtor and CHT, but possibly not the Five Tenants, are well aware of the protections afforded the tenants by section 365(h), and have not attempted to circumvent any such protections under the guise of a section 363 sale. Section 365(h) of the Bankruptcy Code states in relevant part that:

> (1) (A) If the trustee rejects an unexpired lease of real property under which the debtor is the lessor and--
>
> . . . .
>
> (ii) if the term of such lease has commenced, the lessee may retain its rights under such lease (including rights such as those relating to the amount and timing of payment of rent and other amounts payable by the lessee and any right of use, possession, quiet enjoyment,

[3] See Exhibit R, Declaration of Fatoumata Camara; Exhibit S, Declaration of Judith Singh; Exhibit T, Declaration of D. Spencer Bryant; Exhibit U, Declaration of Dalion Thompson; Exhibit V, Declaration of Aggie Smith; Exhibit W, Declaration of Jennifer Ewing; Exhibit X, Declaration of Catherine Burrell; Exhibit Y, Declaration of Lester Palmer; Exhibit Z, Declaration of Lela Daniels; Exhibit AA, Declaration of David Williams; Exhibit BB, Declaration of Clyde Peterson.

> subletting, assignment, or hypothecation) that are in or appurtenant to the real property for the balance of the term of such lease and for any renewal or extension of such rights to the extent that such rights are enforceable under applicable non-bankruptcy law.
>
> (B) If the lessee retains its rights under subparagraph (A)(ii), the lessee may offset against the rent reserved under such lease for the balance of the term after the date of the rejection of such lease and for the term of any renewal or extension of such lease, the value of any damage caused by the nonperformance after the date of such rejection, of any obligation of the debtor under such lease, but the lessee shall not have any other right against the estate or the debtor on account of any damage occurring after such date caused by such nonperformance.

"It is a commonplace of statutory construction that the specific governs the general." Morales v. Trans World Airlines, Inc., 504 U.S. 374, 384-85 (1992). Therefore, to the extent that the general provisions of section 363(f) speak to a tenant's interest in a lease, section 365(h) governs over such provisions. The court in In re Taylor, 198 B.R. 142 (Bankr. D. S.C. 1996) stated that:

> [I]nitially, § 365(h) specifically references the situation where the debtor is the lessor and with great particularity sets forth the rights and duties of the lessor and lessee while § 363 does not. Additionally, the legislative history regarding § 365 evinces a clear intent on the part of Congress to protect a tenant's estate when the landlord files bankruptcy:
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>> "thus, the tenant will not be deprived of his estate for the term for which he bargained." Senate Report No. 95-989, 95th Cong., 2d Sess. (1978) 60 reprinted in 1978 U.S. Code Cong. & Admin. News 5787 at 5846. Accord, House Report No. 95-595, 95th Cong., 2d Sess. (1977) 349 reprinted in 1978 U.S. Code Cong. & Admin. News 5963 at 6306.

In In re LHD Realty Corp., 20 Bankr. 717 (Bankr. S.D. Ind. 1982), which involved a lessor/debtor-in-possession seeking to terminate or modify a lease, the debtor urged the court to apply the doctrine of commercial impracticability and grant equitable relief inconsistent with section 365(h). The court, in finding that section 365 was the debtor's exclusive remedy, stated:

> It is the court's view that Congress' intent in enacting [§ 365] was to make that section the exclusive remedy available to a debtor in an executory lease situation. In the name of equity the court cannot disregard the plain language of § 365 and the mandate of Congress embodied therein.

In re LHD Realty Corp., 20 Bankr. at 719.

This position was also reiterated in the Section-by-Section Analysis to the 1994 Amendments to the Bankruptcy Code:

> This section clarifies section 365 of the Bankruptcy Code to mandate that lessees cannot have their rights stripped away if a debtor rejects its obligation as a lessor in bankruptcy. This section expressly provides guidance in the interpretation of the term "possession" in the context of the statute. The term has been interpreted by some courts in recent cases to be only a right of possession (citations omitted). This section will enable the lessees to retain its rights that appurtenant to its leasehold. The rights include the amount and timing of payment of rent or other amounts payable by the lessee, the right to use, possess, quiet enjoyment, sublet and assign.

Bankruptcy Reform Act of 1994, Section-by-Section Analysis, 140 Cong. Rec. H10752-01 (Oct. 4, 1994). See also Precision Indust., Inc. v. Qualitech Steel SBQ, LLC (In re Qualitech Steel Corp.), 2001 U.S. Dist. Lexis 8328, 2001 WL 699881 (S.D. Ind. 2001) (holding that the specific protection given lessees under § 365(h) controlled over the more general free and clear provisions of § 363(f)) and In re Downtown Athletic Club, 2001 WL 744126 (holding that § 365(h) applies only if the debtor retains the property and rejects the lease and § 363(f) applies to a sale free and clear).

The Motion itself adopts the position that 365(h) governs in this context and does not purport to sell the Property free and clear of the Five Tenants' rights as tenants under section 365(h). In fact, a Motion for Procedures for Assumption, Assignment or Rejection Certain of the Debtor's Lease and Executory Contracts (Docket No. 132) was filed to provide for a mechanism whereby the Debtor will either assume and assign or reject executory contracts and unexpired leases, including the tenant leases, a motion which the Five Tenants did not object to.

B. *The Five Tenants Do Not Have an Interest in the Property Under Section 363(f)*

Ignoring their rights under section 365(h), the Five Tenants' object to the sale of the Property based on section 363(f). Section 363(f) states that:

> The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if--
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> (1) applicable non-bankruptcy law permits sale of such property free and clear of such interest;
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> (2) such entity consents;
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> (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
>
> (4) such interest is in bona fide dispute; or
>
> (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

Under section 363(f), the threshold question for the Court is whether the Five Tenants have "any interest in such property."

1. The Five Tenants Have, At Best, General Unsecured Claims in the Bankruptcy Case.

The purported "Creditor-Residents" (see page 1 of the Objection), referred to herein as the Five Tenants, have at best a general unsecured claim, and possibly no claim at all. The Five Tenants have filed a proof of claim in the case, alleging claims based on their security deposits and alleged failures on the part of the Debtor to adequately maintain the Property. See Exhibit CC, Five Tenants' Proof of Claim. The Five Tenants also stated in their Proof of Claim that "[t]his proof of claim is accompanied by a motion for class certification and a supporting brief." See page 2 of Addendum to Proof of Claim. No such motion and brief were located on the docket.

The Five Tenants do not have claims against the estate arising from their security deposits. See page 2 of Addendum to Proof Of Claim. In In re Center Apartments, Ltd., 277 B.R. 747 (Bankr. S.D. Oh. 2001), the court held that tenants possessed title to their security deposits as opposed to a right to payment, and therefore tenants were denied their motion to form an official tenants' committee. See id. at p. 749 and cases cited therein. Michigan law also provides that tenants retain title to their security deposits. See M.C.L.A. 554.605. ("For the purposes of this act and any litigation arising thereunder, the security deposit is considered the lawful property of the tenant until the landlord establishes a right to the deposit or portions thereof as long as the bond provision is fulfilled, the landlord may use this fund for any purposes he desires.") Moreover, the proposed Sale provides for the security deposits not presently in Debtor's possession to be set aside from the sale proceeds. See Exhibit E, Asset Purchase Agreement, attached to the Sale Motion, at section 8.6(c). Without the Sale, which will fund the security deposit escrow, the tenant's ability to obtain their security deposits is lost.

The Five Tenants also state claims arising from Debtor's alleged failure to adequately maintain the Property. However, Debtor may have significant counter-claims against some of the Five Tenants for unpaid rent. See Exhibit Q, para. 6. Even if a portion of the Five Tenants' claim arising from the alleged failure to adequately maintain the Property is valid, such claims are clearly general unsecured claims, which are not afforded standing to object to sales of property under section 363(f). <u>See</u> <u>In Re White Motor Credit Corp.</u>, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987) (discussed below).

2. <u>The Five Tenants Do Not Have an Interest in the Property Cognizable Under Section 363(f)</u>

As the Five Tenants hold, at best, general unsecured claims, some other interest must be demonstrated to claim a right to object under section 363(f). <u>See</u> <u>In re White Motor Credit Corp</u>, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987) (discussed below). The Five Tenants allege that, as tenants, they have some special interest in Parkview Apartments granted by federal statutory law. <u>See</u> page 4 of the Objection. As demonstrated in section C, below, no such special interests exist. However, even if such special interests did exist, such interests do not implicate section 363(f).

In the Sixth Circuit, when parties in interest have alleged unsecured "interests" that are only tangentially related to property proposed to be sold pursuant to section 363(f), courts have held that such "interests" are not interests for the purposes of section 363(f), and are unaffected by a sale of property under section 363. <u>See</u> <u>In re Wolverine Radio Co.</u>, 930 F.2d 1132, 1147 (6th Cir. 1991), cert. dismissed, 503 U.S. 978, 112 S. Ct. 1605, 118 L. Ed. 2d 317 (1992) (debtor's experience rating not an interest extinguishable under section 363(f), holding that "while [section 363(f)] provides that property may be sold 'free and clear of any interest in such property,' we do not perceive the experience history of Wolverine as an "interest" that attached to property ownership so as to cloud its title"); <u>In re White Motor Credit Corp</u>, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987) (holding that a sale of assets under section 363(f) is free and clear of "*specific* interests in the property being sold; liens for example. General unsecured claimants including tort claimants, have no specific interest in a debtor's property. Therefore, section 363(f) is inapplicable for sales free and clear of such claims."); Jandel v. Precision Colors, Inc., 19 Bankr. 415 (Bankr. S.D. Ohio 1982) (stock sale restrictions are not interests in property and stock cannot be sold free of those restrictions);[4] see also In re Fleishman, 138 Bankr. 641, 647 (Bankr. D.Mass. 1992) (right of first refusal is not an interest in property); In re Dartmouth Audio, Inc., 42 Bankr. 871 (Bankr. D.N.H. 1984) (franchise rights are not interest in property).

Under the precedent established by White Motor and Wolverine, the Five Tenants' asserted "right to notice and opportunity to comment on proposed changes" to their leases, and other interests as stated in their Objection, are not interests extinguishable under section 363(f).

3. Even if the Five Tenants Have an Interest That is Impaired By the Sale, That Interest May Be Sold Free and Clear Pursuant to Section 363(f)

Even if the Five Tenants have an interest in the Property that is cognizable under section 363(f) and is impaired by the sale, the Property should be sold free and clear of

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[4] In In re Dow Corning Corporation, 198 B.R. 214 (Bankr. E.D. Mich. 1996), in the context of authorizing settlement agreements between Debtor and insurers that released tort claimants' rights, the court held that "section 363 covers more situations than just sales involving liens." The court in Dow went on to authorize the settlement agreements free and clear of any tort claimant interest under section 363(f)(1) and 363(f)(4), citing White Motor and Wolverine (supra) for the proposition that "estate property can be sold free and clear of existing claims which are derivative of the debtor's rights in that property." See Dow at p. 244-45. However, in White Motor and Wolverine, those court actually held that the asserted claims were extinguished not because of section 363 but by force of the discharge of section 1141(c) bankruptcy court's general equitable powers to permit the sale of assets free and clear of such claims. See White Motor at p. 948-49 and Wolverine at p. 1150. Note also that Colliers, at 3 Collier On Bankruptcy p. 363.06[1], reasons that the term "interest" in section 363(f) refers to more than *in rem* interests in property, noting that section 363(f)(3)'s specific reference to liens would be unnecessary if section 363(f) only covered liens and other secured claims. However, that reading of section 363(f) is perhaps inconsistent with the Sixth Circuit precedent as established in White Motor and Wolverine (supra).

such interest pursuant to section 363(f)(1), (4), and (5). Under section 363(f)(1), the Property can be sold free and clear of an interest if "applicable non-bankruptcy law permits sale of such property free and clear of such interest . . . ." Under section 363(f)(4), the Property can be sold free and clear of an interest if "such interest is in bona fide dispute . . . ." For all the reasons discussed in section C of this Reply, the Property may be sold free and clear of any such interest, and the asserted interests in the Property are subject to bona fide dispute.

Under section 363(f)(5), the Property can be sold free and clear of an interest if "such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest." Each resident is entitled to receive a tenant-based voucher protecting each resident. Under the Tenant-Based Rental Assistance heading of HUD's FY 2006 Appropriations Act, Title III of P.L.109-115, November 30, 2005, Congress has appropriated $15,573,655,725 for the activities and assistance related to tenant-based rental assistance. Under this heading, Congress has provided for a division of the total funds available for various categories of tenant-based assistance. One of these categories is to assist residents on assisted and subsidized projects and programs who could be negatively affected by various activities undertaken in connection with these projects and programs. Congress has appropriated $180,000,000 for these various activities which include providing section 8 tenant-based assistance to families who are displaced due to the demolition or disposition of a public housing project and providing for enhanced vouchers pursuant to section 8(t) of the U.S. Housing Act of 1937 to families who have lost their project-based assistance through the prepayment of the FHA-insured mortgage on the project or the termination of the section 8 project-based housing assistance payments contract. After listing these various specific activities for which this $180,000,000 is being provided, Congress has provided that these funds can be used for "tenant protection assistance including replacement and relocation assistance". HUD has an existing practice of providing vouchers to families living in FHA-insured projects who are negatively impacted by HUD's actions to foreclose on an FHA-insured mortgage. Indeed, the foreclosure package issued by HUD in this matter provided just such vouchers. Under circumstances where HUD's foreclosure on the property is not completed because the owner tenders payment in full, HUD has the legal authority to provide the eligible family tenant protection vouchers.

C. *No Federal Statutes Which Could Give the Five Tenants Any Right to Object are Being Violated By the Proposed Sale*

1. Nothing Prevents the Proposed Sale From Occurring, As The Affordable Housing Regulatory Scheme Favors Mortgage Repayment

Beginning with the National Housing Act of 1934 and the U.S. Housing Act of 1937, the United States has worked with the private sector to meet the affordable housing needs of lower income families. Because Congress understood that the Federal government did not possess the resources to assure an adequate supply of affordable housing, its method was to use public sector initiatives. The National Housing Act evolved to provide mortgage insurance against risk of default, mortgage interest subsidies. The U.S. Housing Act provided public housing funds and in the 1960s, rental subsidies in private housing under Section 8 (42 U.S.C. § 1437f). When Congress enacted the hallmark Housing Act of 1949, which declared as its goal a "decent home and a suitable living environment for every American family," Congress explained the essential role of the private sector in meeting these requirements:

> The policy to be followed in attaining the national housing objective hereby established shall be: (1) private enterprise shall be encouraged to serve as large a part of the total need as it can….

Housing Act of 1949, Pub. L. No. 81-171, § 2, 63 Stat. 413 (1949).

(a) In enacting early mortgage insurance programs, Congress demonstrated its reliance on the private sector and recognized the need of an "exit strategy" to attract private investment.

Mortgage insurance was one of the earliest and most successful tools Congress used to carry out the policy of maximum involvement of private enterprise to provide affordable housing. The Federal government – through the Federal Housing Administration ("FHA"), its successor, the Department of Housing and Urban Development ("HUD"), and other Federal agencies – promised to pay mortgage principal and interest, to qualified mortgage lenders in the event of a default on the mortgage of an affordable housing project. With essentially no credit risk, many lenders were willing to lend to such projects that they otherwise might have avoided. From the Federal government's position, mortgage insurance was a very cost-effective way to attract private funds and development talent: in principal, Federal funds would only be spent in the event of a default – something that, with careful underwriting, should happen rarely.

(b) Through the Section 236 program and other initiatives, the Housing and Community Development Act of 1968 extended the public-private sector partnership.

In the Housing and Urban Development Act of 1968, Pub. L. No. 90-448, 82 Stat. 476 (1968)(the "1968 Act"), Congress reaffirmed the crucial role that the private sector would play in meeting these goals. For example, in its policy declaration, the 1968 Act explained that "there exists in the public and private sectors of the economy the resources and capabilities necessary to the full realization of [the] goal" of providing decent housing to these families. Id. (emphasis added). Thus, Congress again sought to leverage a variety of assistance – subsidies, mortgage insurance, grants and other devices – to encourage the private sector to bring its enormous resources to bear.

Among the important innovations introduced by the 1968 Act was the Section 236 program, under Section 236 of the National Housing Act. That program provided mortgage insurance for Debtor's mortgage with HUD. Under this program, HUD provided mortgage insurance but also provided Interest Reduction Payments to the mortgage lender to reduce interest costs from the amount that would be paid at the market rate to an amount that would be required if the mortgage carried an interest rate of one percent. As the Senate explained,

> The assistance would be provided in the form of periodic payments to the mortgagee on behalf of the mortgagor which would serve to reduce interest costs on a market rate project mortgage.

S. Rep. No. 90-1123 at 22 – 23 (1968) (emphasis added) (the "Senate Report"). Of course, once HUD paid off the mortgage insurance claim to FNMA and accelerated the mortgage it no longer received this mortgage insurance or interest subsidy payments.

The Section 236 program reflected an acute need to attract additional private funds to provide affordable housing. This program also provided rental subsidy originally through a program known as Rent Supplement, which for most such properties were converted to Loan Management Set Aside ("LMSA") Section 8 project-based Housing Assistance Payments ("HAP") Contract. 24 C.F.R. Part 886, Subpart A. Congress understood the need for private owners to preserve the liquidity of their investments, realizing that owners would never participate in the 236 program if they did not retain the ability to leave it. For example, Section 236 allowed nonprofit housing providers to obtain insured mortgages for the full value of a project at the time of purchase, which could in turn be used to purchase an affordable housing project from a for-profit developer, allowing the seller "to realize a net amount out of the sales proceeds in many cases sufficient to recover its cash, land, and other investment and to retire the outstanding mortgage." S. Rep. No. 90-1123 at 25. Here, the HAP Contract lapsed in October of 2005, and the Debtor has not received any HAP payments prior to and since that time.

Assuring sufficient funds to allow non-profits to buy out for-profit owners was critical, Congress explained, because liquidity was central to attracting private sector participation:

> This will be especially useful in connection with the goal of attracting large amounts of private-equity money into the provision of low and moderate income housing through the establishment of national [housing] partnerships. *It will give the [for-profit] mortgagor a ready means of disposing of his project, thereby making his investment more liquid and attractive.*

Id. (emphasis added).

This excerpt is crucial. **In enacting the Section 236 program, Congress understood that in order to attract private developers to enter the program, they had to assure them a way out of it – an "exit strategy."** The Section 236 program – like other Federal housing programs – could not succeed if owners felt that they would be trapped in it. This principal has remained a central concern of Congress in shaping housing policy.

(c) In later legislation, Congress again protected the owners' "exit strategy" even when it attempted to induce owners not to prepay their HUD insured mortgages.

In later years Congress recognized that many owners might choose, for a variety of reasons, to prepay their mortgages. In response, Congress first adopted the Emergency Low Income Housing Preservation Act of 1987, Pub. L. No. 100-242, 101 Stat. 1877 (1988) (reprinted at 12 U.S.C. §1715l) ("ELIHPA") and later enacted Low Income Housing Preservation and Resident Homeownership Act of 1990 ("LIHPRHA"), both of which were designed to discourage prepayment of mortgages. See Cienega Gardens v. United States, 265 F.3d 1237, 1241 (Fed. Cir. 2001).

(d) Legislation in 1996 further clarified and expressly guaranteed owners' liquidity rights.

Congress later reconsidered its approach in ELIPHA and LIHPRHA when it realized the expense that would be necessary to keep owners in the program. By 1996, the funding for LIHPRHA incentives had decreased dramatically. Thus, HUD was able to fund some, but not all, of the NHA properties whose remained in the NHA program. In the Housing Opportunity Program Extension Act, Pub. L. 104-120, 110 Stat. 834 (1996)("HOPE") and Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act of 1997, Pub. L. 104-204, 110 Stat. 2874 (1996) (the "1996 HUD Appropriations Act"), Congress restored the prepayment option that ELIPHA and LIHPRHA had all but eliminated.

2. The Five Tenants Do Not Have a Generalized Housing Right In the Property That Would Prevent The Sale

There is no general federal statutory, regulatory or other law that provides tenants with special housing rights. Nor does the federal statutory and regulatory law pertaining to the Section 236 program provide any such right or interest.

> We do not denigrate the importance of decent, safe, and sanitary housing. But the Constitution does not provide judicial remedies for every social and economic ill. We are

> unable to perceive in that document any constitutional guarantee of access to dwellings of a particular quality, or any recognition of the right of a tenant to occupy the real property of his landlord beyond the term of his lease without the payment of rent or otherwise contrary to the terms of the relevant agreement.

See Lindsey v. Normet, 405 U.S. 56 (1972). See also Reiner v. West Village Associates, 768 F.2d 131 (2d Cir. 1985) (holding that tenants had no implied right of action under the National Housing Act, and that where HUD approved a retroactive rent increase, the tenants had "no valid expectation interest in the absence of rent increases....")

The Five Tenants cite to In re Capital West Investors, 186 B.R. 497 (N.D. Cal. 1995), but this decision holds only that the court should not accept a reorganization plan that modifies the regulatory agreement over HUD's objection. This case is inapplicable here where HUD's mortgage is to be paid in full and the Regulatory Agreement terminates by its own terms. See Exhibit DD (copy of the Regulatory Agreement, wherein first full paragraph obligates the owner under the Section 236 statute and regulations for so long as the mortgage insurance is in effect or the Commissioner is the owner of holder of the mortgage).

The Five Tenants also cite to In Re T.L. Welker, 163 B.R. 488 (N.D. Tx 1994), but that case is wholly inapplicable. The Welker case addressed a specific statute, the LIHPRHA statute, discussed above. At the time of the Welker decision, LIHPRHA prohibited prepayment of mortgages financed under section 236 of the National Housing Act. LIHPRHA was amended in 1996 to remove its prepayment prohibition. Hence, the statutory provision that was the impetus for the Welker decision was repealed and is not applicable to Debtor's situation.

There is no bankruptcy case that the Five Tenants can point to which would prevent the ordinary operation of section 363 of the Bankruptcy Code, which authorizes the proposed sale of the Property and payment of the mortgage. Rather, there are cases that directly support the Debtor's authority to sell the Property. See e.g. Water Gap Village, 99 B.R. 226, 230 (Bankr. D.N.J. 1989) (objection to sale after confirmation of plan denied. "[T]he proposed sale of the Debtor's assets is *not* a modification of [Debtor's] Plan, but rather a method of accelerating and effectuating the Plan…").

3. The Five Tenants Do Not have a Particularized Housing Right That Would Prevent the Sale

The Five Tenants state that the Regulatory Agreement and Section 250 of the National Housing Act provide some standing to contest the sale. Neither of these sources support such a sweeping contention. The Regulatory Agreement is a contract between the Debtor and HUD (or in some cases a local housing authority who acts in HUD's place), to which the tenants are not parties. The tenants are not parties to the Regulatory Agreement and are not third party intended beneficiaries. See Reiner v. West Village Associates, 768 F.2d 31 (2d Cir 1985). As the United States has argued in another case about prepayment of Section 236 mortgages, the consideration of the Regulatory Agreement and related documents are considered separate from one another in this contractual scheme. See Cienega Gardens, et al v. United States, 194 F.3d 1231 (Fed. Cir. 1998).

Neither is Section 250 implicated here, which provides:

> During any period in which an owner of a multifamily rental housing project is required to obtain the approval of the Secretary for prepayment of the mortgage, the Secretary shall not accept an offer to prepay the mortgage on such project or permit a termination of an insurance contract pursuant to section 1715t of this title unless--

> (1) the Secretary has determined that such project is no longer meeting a need for rental housing for lower income families in the area;
>
> (2) the Secretary (A) has determined that the tenants have been notified of the owner's request for approval of a prepayment; (B) has provided the tenants with an opportunity to comment on the owner's request; and (C) has taken such comments into consideration; and
>
> (3) the Secretary has ensured that there is a plan for providing relocation assistance for adequate, comparable housing for any lower income tenant who will be displaced as a result of the prepayment and withdrawal of the project from the program.

Under their agreement (see Exhibit H), HUD had asked, and CHT had agreed, to protect low income usage for what would have been the remaining term of the Section 236 mortgage, had HUD not accelerated the mortgage.

Further, the Five Tenants are further protected under Section 250 as they have received notice via the Debtor’s Motion to Sell and the Debtor’s Motion for Procedures to Assume and Assign, of which complete copies were served on each and every tenant of Parkview by first class mail. See Rubanentko v. Martinez, 2002 U.S. Dist. LEXIS 24740 (E.D. Cal. 2002). As to the remaining requirement of Section 250, there is no need to provide a plan for relocation of tenants, as CHT had agreed to continue to provide low to moderate income housing on the property.

Section 250(a) was enacted in 1983 under Pub. L. 98-181, after the date of the mortgage in question here. Section 250 imposed new obligations on the Mortgage by creating new prepayment conditions. The statutory imposition of new obligations on the operation of a HUD-assisted property constitutes a breach of contract. See Cuyahoga Metropolitan Housing Authority v. United States, 57 Fed. Cl. 751 (Ct. Fed. Cl. 2003) (law shifting burden from HUD to owner to determine rent comparables held improper breach).

More importantly, the Debtor is not seeking to prepay the existing mortgage, but to pay it off after its maturity date because HUD has already accelerated the mortgage. See Exhibits L & M. Once a lender accelerates the debt, the lender, by definition (in Michigan and generally), advances the maturity date "so that prepayment thereafter is not prepayment but instead is payment made after the maturity." See Eyde Brothers Development Company v. The Equitable Life Assurance Society of the United States, 697 F. Supp. 1431, 1436 (W.D. Mich 1988), citing Matter of LHD Realty Corp., 726 F.2d 327, 330-331 (7th Cir. 1984). HUD, doing business as a lender and mortgage insurer, is subject to the same black letter law. See Franconia Associates, et al v. United States, 536 U.S. 129, 141 (2002) (decision reviewing federal housing laws and stating "'When the United States enters into contract relations, its and duties therein are governed generally by the law applicable to contracts between private individuals'"), citing Mobil Oil Exploration & Producing Southeast, Inc. v. Unites States, 530 U.S. 604,607 (2000).

HUD has demanded performance, that is, payment in full, and any imposition of Section 250 that prohibits accepting payment creates a condition interfering with the demanded performance. HUD is both demanding payment and refusing it, which must be viewed as arbitrary and capricious under the Administrative Procedures Act, 5 U.S.C. Section 551 et. seq. See Burlington Truck Lines v. United States, 371 U.S. 156 (1962).[5]

[5] Furthermore, to the extent that HUD concludes that Section 250 is not satisfied, HUD cannot come to any conclusion because there is not administrative record on which to base that conclusion

Moreover, under the Multifamily Foreclosure Act, at 12 USC 3709(3)(A), entitled "Presale reinstatement," the foreclosure commissioner shall withdraw the security property from foreclosure and cancel the foreclosure sale in a few instances. In this case, the most relevant instance appears in subsection (3)(A) of this section. This subsection provides that "in the case of a foreclosure involving a *monetary default*, there is tendered to the foreclosure commissioner before public auction is completed the entire amount of principal and interest which would be due if payments under the mortgage had not been accelerated."

The Five Tenants cite to Swann v. Gastonia, 675 F.2d 1342 (4th Cir. 1982), and Davis v. Mansfield Metropolitan Housing Authority, 751 F.2d 180 (6th Cir. 1989), neither of which are National Housing Act cases. These cases center on the U.S. Housing Act and its Section 8 program. While the National Housing Act provides for mortgage insurance and subsidy and is implemented through the Regulatory Agreement, the U.S. Housing Act provides for rental subsidy and is implemented through the HAP Contract. None of the Five Tenants have made any showing that they receive any benefit under the HAP Contract. Furthermore, the HAP Contract has expired by its own terms. See Exhibit EE, Expired HAP Contract.

D. ***The Objection to the Sale Will Only Further Harm Tenants***

The Parkview Complex is in an advanced state of deterioration. At the same time, there is no viable sale alternative at hand. Yet, these Five Tenants and their representatives purport that some or even all tenants seek to remain in this state of disrepair. The purported sale alternative from the Ypsilanti Housing Commission ("YHC") is more than one year old. The YHC proposal is also inferior in every way to the offer pending from CHT, and most notably is a $2 million proposal that has not been acceptable to other parties, as compared to CHT's $2.6 million plan. As noted by the Five Tenants on page 2 of their Objection, YHC was unable to raise sufficient capital to purchase and repair Parkview in early 2005, so HUD conducted a foreclosure sale under the Multifamily Foreclosure Act, and CHT was the high bidder in open competition. Finally, the YHC proposal is subject to approval by the City Council of Ypsilanti, and there is no indication that YHC would receive such approval.

The Five Tenants constitute a handful of residents in the Parkview Apartments complex, which has 144 units. The Five Tenants have sought, for some time, to block or control the redevelopment of Parkview Apartments, but without apparent regard for the deteriorating condition and the interests of the numerous other tenants of the Property. Attached to Exhibit N, Declaration of Shirley Miller, are photographs of the current, deteriorating conditions that Debtor and CHT are attempting to remedy with this sale. Denial of the Sale Motion will inevitably lead to further deterioration and continue to threaten tenant health and safety. See also Declaration of Warnie L. Williams, at Exhibit FF (regarding significant increase of criminal activity at the Property since the Petition Date.)

Furthermore, while this court indicated at the Hearing that it would have dismissed this case had it been asked to do so earlier, that was, of course, prior to a $2.6 million offer to purchase the Property, which is the only opportunity in this case to make a possible distribution to unsecured creditors, which would represent a significant fulfillment of a fundamental tenant of the Bankruptcy Code, *e.g.* to distribute the assets at a Debtor's estate. The Bankruptcy Code is intended "to enforce a distribution of the debtor's assets in an orderly manner in which the claims of all creditors are considered fairly, in accordance with established principles rather than on the basis of inside influence or economic leverage of a particular creditor." H.R. Rep. No. 103-835, at 33, reprinted in 1994 U.S.S.C.A.N. 3340-, 3341. See also BFP v. Resolution Trust Corporation, 511 U.S. 531, 536 (1994) (dissent, Scalia, J.) (noting that the policies of the Bankruptcy Code are "obtaining a maximum and equitable distribution for all creditors and ensuring a 'fresh start' for individual debtors, which the Court has often said are at the core of federal bankruptcy law.")

E. *Smears on Emmanuel Ku are Unwarranted and Inappropriate*

The Five Tenants introduced an affidavit of a New York City employee to attempt to discredit CHT. In the Rutledge v. Jackson suit, the Five Tenants argued that a federal statute, Section 219 of Pub. L. No. 108-199, 118 Stat. 397 (Jan. 23, 2004), Consolidated Appropriations Act of 2004, prevented such sale to Emmanuel Ku. However, that is patently false. As explained in the government's Motion to Dismiss, Exhibit N attached hereto, it was clearly demonstrated that the statute in question was not in effect. Even if it was in effect, it did not apply here, where a New York City employee was making statements relating to a sale of a property in another State. HUD later withdrew that sale because the interminable delay was allowing the property to deteriorate, placing the residents in jeopardy.

Nonetheless, the Five Tenants have harmed Mr. Ku's reputation and provided information out of any appropriate context (information apparently obtained from HUD, a governmental agency which is continuing to request and analyze information regarding the incident in order to make an informed decision regarding any possible action in response to the incident). Attached hereto is a Declaration from Emmanuel Ku, Exhibit GG, addressing the issues the Five Tenants raise as to his record. See also Letter to HUD from Counsel to CHT Regarding Incident in Birmingham, Alabama, and final page thereof, a Letter to Mr. Ku's staff from the City of Birmingham, Alabama Fire & Rescue Service Department, at Exhibit HH.

Although the Debtor does not have any personal knowledge as to the allegations against Mr. Ku, Courts should make decisions based upon facts, not rumor, innuendo, wild allegations or personal smears. The Debtor does not believe that the Five Tenants have provided any support for their allegations nor should such allegations constitute a basis for denial of the Debtor's Motion.

IV. CONCLUSION

WHEREFORE, the Debtor and CHT, a creditor of the Debtor, respectfully request that the Objection be overruled and that the Debtor's Motion for Order Approving the Sale of Debtor's Property to Chun Tai Holding, LLC Free and Clear of Liens, Claims, Encumbrances and Interests Pursuant to 11 USC § 363 and Federal Rules of Bankruptcy Procedure 6004 and Without Transfer Taxes Pursuant to 11 USC § 1149 (Docket No. 133) be granted.

Respectfully submitted,

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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re:	Chapter 11
PARKVIEW APARTMENTS NON-PROFIT HOUSING,	Case No. 05-57708
Debtor.	Hon. Phillip J. Shefferly

EXHIBIT LIST[1]

Exhibit	Description
G	Unit Occupancy Report
H	April 27, 2006 Revised Letter to Richard Price from Glenn Gillett
I	May 4, 2006 Letter to Richard Price from Glenn Gillett
J	May 4, 2006 Letter to Glenn Gillett from Richard Price
K	Mortgage
L	Statement of MultiFamily Mortgage Account
M	Notice of Default and Foreclosure Sale
N	Defendants' Motion to Dismiss
O	Stipulated (Amended) Order Concerning HUD Closing & Briefing & Hearing Schedule for Plaintiffs' Motion for Preliminary Injunction & Defendants' Motion to Dismiss
P	March 7, 2006 Letter to Alvin Braggs from Richard Price

[1] Continued from Debtor's Motion for Order Approving the Sale of Debtor's Property to Chun Tai Holding, LLC Free and Clear of Liens, Claims, Encumbrances and Interests Pursuant to 11 USC § 363 and Federal Rules of Bankruptcy Procedure 6004 and Without Transfer Taxes Pursuant to 11 USC § 1149 (Docket No. 133) attaching Exhibit A through F.

Exhibit	**Description**
Q	Declaration of Shirley Miller
R	Declaration of Fatoumata Camara
S	Declaration of Judith Singh
T	Declaration of D. Spencer Bryant
U	Declaration of Dalion Thompson
V	Declaration of Aggie Smith
W	Declaration of Jennifer Ewing
X	Declaration of Catherine Burrell
Y	Declaration of Lester Palmer
Z	Declaration of Lela Daniels
AA	Declaration of David Williams
BB	Declaration of Clyde Peterson
CC	Parkview Apartments Non-Profit Housing's Proof of Claim
DD	Regulatory Agreement for Non-Profit Mortgagors Under Section 236 of the National Housing Act, As Amended
EE	Notification of Section 8 Gross Rents
FF	Declaration of Warnie L. Williams
GG	Declaration of Emmanuel Ku
HH	March 10, 2006 Letter to William Hill from Richard Price

EXHIBIT G

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:400

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
JENSON	GILBERT	R	Head	03/28/1960	46	382-82-3155
SMITH	GILBERT			06/18/1981	24	429-47-7662

Move-IN 9/20/1993 Rent : $418.00

UNIT:401

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:402

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
HARDEN	SANDRA	K	Head	03/07/1966	40	362-96-3903
NELSON	TAKIA	L		04/26/1987	18	376-02-6741
HARDEN-JOHNSON	D'ANTE	T		06/25/1997	8	378-21-8510
COLQUITT	EDDIE	J	Spouse	05/16/1964	41	376-72-6859

move-IN - 8/17/1998 Rent ; $446.00

UNIT:403

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
SKINNER	TIFFANY	M	Head	12/23/1984	21	379-96-6421

move-IN - 10/4/2004 Rent - $332.00

UNIT:404

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:405

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:406

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:407

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
HILSABECK	JASON	C	Head	09/24/1978	27	374-84-4647
TAYLOR	MARY			05/18/1952	53	370-58-4253

move-IN – 8/01/2004 Rent: $332.00

UNIT:408

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
LARKIN	EUGENE	S	Head	02/09/1962	44	424-92-1885
Jackson	Ashley	N		10/16/1982	23	365-94-3943
Cooper	Alan	D		03/14/1988	18	999-99-9999

move-IN – 2/8/1993 Rent – 409.00 Sec 8 HE PAYS $38.00

UNIT:409

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Toure	Yeneba	s	Head	05/23/1978	27	366-31-4613
toure	Mamadi	S	Spouse	06/15/1963	42	220-55-2756
Toure	Fatoumata	d		10/06/2003	2	362-31-0451

move-IN – 4/11/2005 Rent: $418.00

UNIT:410

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:411

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:412

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:413

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:414

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:415

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:416

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:417

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
GRAHAM	DAVID		Head	07/15/1973	32	108-60-2328
GRAHAM	KRISTIAN			01/29/1984	22	083-68-2930

UNIT:418

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:419

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:420

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:421

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:422

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Cheatham	Taura	K	Head	12/29/1966	39	377-88-7653
Cheatham	Kaileen	J		08/24/2000	5	379-25-7711

UNIT:423

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:424

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:425

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Rutledge	Sharon	R	Head	08/18/1966	39	367-78-1261
Stephens	Sheanna	N		07/20/1994	11	382-17-4549
Rutledge	Raekwon	A		03/05/1996	10	383-19-5554

Move-IN 10/28/1996 Rent - $409.00

UNIT:426

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:427

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
WARREN	FREDDIE		Head	01/19/1939	67	227-48-3210
WARREN	FAIRY		Spouse	05/26/1946	59	225-62-2765
WARREN	MONTE			11/15/1963	42	377-84-8675
WARREN	FREDDIE			10/23/1965	40	368-92-4459
WARREN	TWONIA			08/31/1971	34	384-04-9254
WARREN	LENISHA			03/08/1988	18	999-99-9999

move IN – 10/8/1981 Rent – $553.00

UNIT:428

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:429

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:430

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
FOSTER	JOMEL		Head	12/06/1981	24	368-90-2781

UNIT:431

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
PATTERSON	BARBARA		Head	02/24/1940	66	369-40-4646

UNIT:432

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
MARTIN	JULIA		Head	11/08/1980	25	368-19-8573

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:433

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
HAMPTON	LULA	M	Head	11/19/1939	66	227-52-1020
HAMPTON	DAMEIN	A	Other Over 18	10/05/1977	28	231-15-2601

move IN – 01/22/1988 Rent – $409.00 Sec 8 SHE PAYS – $33.00

UNIT:434

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:435

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:436

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:437

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:438

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
JOSHUA	DONALD	X	Head	01/02/1947	59	374-72-5735
NESBITT	VERNON		Live-In Care	10/14/1957	48	380-56-3224
BRYANT	KENNETH		Live-In Care	10/20/1961	44	377-56-6017
DIXON	RICHARD		Live-In Care	09/20/1960	45	382-60-8921

Move-IN – 5/1/03 move-Out 4/30/06 Rent # – $553.00

UNIT:439

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:440

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
NEVINS	PAULA	R	Head	11/02/1966	39	367-78-3548
NEVINS	DEWAYNE		Spouse	11/02/1967	38	372-78-1534
NEVINS	CHRIS			12/07/1989	16	364-11-9474

MOVE-IN - 10/02/2001 Rent - $504.00

UNIT:441

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:442

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
howell	legean	f	Head	01/24/1966	40	368-86-3863
HOWELL	JUSTIN	L		12/03/1990	15	363-13-7058
HOWELL	LEANDRASHEA	V		10/11/1988	17	372-86-6217

MOVE-IN - 3/31/2003 Rent $446.00

UNIT:443

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
dAVIS	PHYLLIS		Head	09/27/1932	73	373-32-5278

UNIT:444

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:445

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
WILLIAMS	T.J.		Head	07/01/1944	61	385-44-4006

MOVE-IN — 12/05/1995 Rent $332.00 Sec 8 HE PAYS $48.00

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:446

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
MORRIS	DENZIL		Head	07/26/1973	32	382-66-3751
MORRIS	SHANICE			04/16/1989	16	384-08-8770

MOVE-IN 5/16/2003 Rent - $409.00

UNIT:447

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:449

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:451

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
PETERSON	CLYDE		Head	12/06/1948	57	420-64-6073

MOVE IN - 3/17/2004 Rent $403.00

UNIT:500

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
SMITH	AGGIE		Head	05/01/1919	86	363-58-4168

MOVE-IN - 2/15/1983 Rent 409.00 Sec 8 She Pays $60.00

UNIT:501

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
CARTER	ALVIN	B	Head	06/16/1958	47	240-53-0671

MOVE IN ~~2000~~ 9-2-2004 Rent $332.00

UNIT:502

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Soumah	Aicha		Head	01/01/1974	32	367-31-3538
Camara	Kadidja			08/13/2001	4	673-12-2508
Daouda	Ben			07/19/2004	1	368-31-1590

MOVE IN 4-6-2005 Rent $459.00

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:503

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:504

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Edwards	Clarence		Head	10/30/1928	77	412-42-6129
Edwards	Annie		Spouse	11/04/1930	75	415-48-4376

UNIT:505

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:506

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:507

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
TRAMMER	JENNIFER	L	Head	07/08/1983	22	380-92-7710

UNIT:508

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:509

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Avery	Dorothy	l	Head	10/10/1944	61	381-50-3084
Champion	Maurice	S		02/02/1989	17	348-06-4618

MOVE IN - 7/2/2001 Rent $504.00

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:510

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
ROBINSON	DEVON		Head	05/02/1979	26	270-78-9829
ROBINSON	EUGENE		Spouse	02/02/1972	34	419-02-9949
ROBINSON	CIERRA			09/12/1997	8	286-02-4468

MOVE IN - 10-11-2002 Rent $409.00

UNIT:511

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
johnson	Mary		Head	03/29/1956	50	367-64-1334
woods	Teresa	M		04/08/1964	41	418-94-0519
Johnson	Lisa	L		10/30/1988	17	364-23-2814
Williams	Chris			10/06/1989	16	377-08-8984

MOVE IN 9/29/2004 Rent $553.00

UNIT:512

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Thompson	Dalion	O	Head	07/21/1972	33	376-78-4945
TAYLOR	BRIAN	K		08/08/1991	14	373-13-1708
TAYLOR	ANDRE	J		04/04/1993	13	377-15-5131
TAYLOR	JAMES	E		04/11/1995	10	376-19-1603

move IN - 8/18/2004 Rent $446.00

UNIT:513

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:514

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Richison	Donald	T	Head	10/15/1977	28	378-82-0479

MOVE IN - 4/10/2000 Rent $469.00

UNIT:515

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:516

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Jennings	sHEKENIA		Head	02/05/1975	31	432-25-6393
mILLER	MARTEZ			05/25/1991	14	432-79-8529
jENNINGS	dYSHANN			03/21/1995	11	369-19-4204

MOVE IN 5-01-2004 Rent $418.00

UNIT:517

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
BROWN	EARLINE		Head	06/27/1951	54	418-80-6441
BROWN	SUSIE			03/27/1953	53	418-80-6611

MOVE IN 7-01-2002 Rent $409.00 Sec 8 they PAY - $106.00

UNIT:518

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
BISHOP	QUEENSTER		Head	09/18/1955	50	368-62-8543
BISHOP	BRIGITTE	D		06/27/1983	22	379-92-1174
BISHOP	CYNTHIA			09/06/1979	26	370-86-2413

MOVE IN 7-1-2002 Rent $446.00

UNIT:519

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
HOUSTON	ELLA		Head	09/23/1916	89	421-32-7922
HOUSTON	MELVIN			06/23/1942	63	372-42-1505

MOVE IN 8-21-1971 Rent $418.00 Sec 8 HE PAYS $87.00

UNIT:520

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
KOUROUMA	MARIAME		Head	01/31/1968	38	373-25-3560
KOUROUMA	HASSANE			07/23/1996	9	364-21-5004
KOUROUMA	MOHOMED			08/06/1999	6	385-23-3515

MOVE IN 8/23/2004 Rent $409.00

UNIT:521

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:522

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Biddles	Viola		Head	05/03/1944	61	373-54-5086
Biddles	Shamea			06/06/1985	20	362-98-0979

MOVE IN 9/27/1976 Rent $446.00 Sec 8 SHE PAYS $18.00

UNIT:523

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
BENTON	TYRONE	U	Head	07/27/1961	44	426-23-6647

MOVE IN - 7/9/2004 Rent $332.00

UNIT:524

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:525

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:526

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
PATTERSON	KATINA	M	Head	08/02/1975	30	379-80-6985
ABINOJAR	AYSHIS	R		08/05/1994	11	382-17-7862

MOVE IN 12/17/2001 Rent $510.00 Sec 8 SHE PAYS $396.00

UNIT:527

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
LUCKETT	KINYATA		Head	03/30/1978	28	384-94-7664

MOVE IN 11-7-2003 Rent $335.00 Sec 8 SHE PAYS $130.00

UNIT:528

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:529

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:530

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
HOPKINS	ANTHONY	T	Head	07/20/1969	36	376-78-6822
JARNEGAN	BRANDON			10/05/1995	10	372-10-6126

MOVE IN 8/30/2000 Rent $409.00

UNIT:531

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
koita	Sere		Head	01/15/1969	37	372-17-7011
Koita	Kabine	d		08/23/1993	12	378-17-3211
Koita	Mohamedi	d		09/21/1997	8	383-21-8862

MOVE IN 8/1/2004 Rent $446.00

UNIT:532

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:533

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
DENNARD	DARRYL	A	Head	11/27/1960	45	364-66-2214

MOVE IN - 7/24/1995 Rent $ 409.00

UNIT:534

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:535

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:536

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:537

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
dANIELS	LEDA		Head	11/01/1925	80	386-20-2336

MOVE IN – 10/30/1989 Rent $459.00 Sec 8 SHE PAYS $143.00

UNIT:538

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Perry	Jay	C	Head	10/06/1939	66	249-66-7337
Perry	Elise		Spouse	01/15/1941	65	249-70-4818

MOVE IN – 9/16/1971 Rent $446.00

UNIT:539

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:540

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Smith	Margaret		Head	02/21/1946	60	415-80-1988

MOVE IN – 9/10/1971 Rent $504.00

UNIT:541

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
SWIFT	KAMECHA	V	Head	08/17/1976	29	413-27-6194
SWIFT	DELTA	N		06/30/1996	9	385-19-5108
CLAYBRON	JAVELIN	S		01/16/2001	5	385-25-4939
PITTS	TYQUICE	S		10/24/1999	6	372-25-5622
SWIFT	JASON'TE	S		09/22/2002	3	362-29-3674

MOVE IN – 6-1-2003 Rent $446.00 Sec 8 SHE PAYS $107.00
MOVE Out - 4-30-06

Unit Occupancy Report

PARKVIEW APARTMENTS
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UNIT:542

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Givens	Jesse		Head	04/13/1980	25	363-96-5478
Baker	Victoria		Spouse	06/30/1981	24	386-88-6601
Saabir	Amani	a		07/30/2003	2	378-29-9586

MOVE IN - 1-7-2005 Rent $409.00

UNIT:543

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:544

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Fatoumata	Camara		Head	01/01/1979	27	384-24-2018
Mohamed	Doumbouya		Spouse	01/12/1962	44	182-14-0369
mohamed	doumbouya	l		07/14/1999	6	362-25-3099
mohamoud	doumbouya	l		06/13/2003	2	369-27-5262
el hadji	doumbouya	l		08/13/2001	4	999-99-9999

MOVE IN 2-1-2004 Rent $446.00

UNIT:545

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
SINGH	JUDITH		Head	12/06/1942	63	385-44-7207

UNIT:546

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
YANSANE	SORY	O	Head	01/20/1967	39	386-25-6692
YANSANE	FATOUMATA		Spouse	01/03/1982	24	275-24-5581
YANSANE	SORY JR.	O		09/28/2004	1	999-99-9999

MOVE IN - 12/22/2004 Rent $409.00

UNIT:547

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Traore	Kadiatou		Head	02/15/1981	25	381-25-0150

MOVE IN 12-10-2004 Rent $332.00

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:548

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
weems	salim		Head	03/06/1975	31	364-58-1398
weems	nashia			12/27/1995	10	381-17-1990
weems	nia			10/28/2000	5	382-25-2102

MOVE IN 7-1-2003 Rent $409.00

UNIT:549

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Whigham	Dorothy		Head	11/14/1953	52	366-60-8894

MOVE IN – 12-10-2004 Rent $332.00

UNIT:550

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:551

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
MILLNER	NORA		Head	04/23/1923	82	412-52-8770

MOVE IN 5-19-1981 Rent $335.00 Sec 8 SHE PAYS $99.00

UNIT:552

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:553

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
BURRELL	TONYA	L	Head	12/04/1968	37	371-78-6386
CHAMBERS	JALEESA	S		04/24/1989	16	377-08-4483
Chambers	Rodney			12/04/1968	37	371-00-0000

MOVE IN 10-14-1991 Rent $553.00 Sec 8 She Pays $00

UNIT:554

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

Unit Occupancy Report

PARKVIEW APARTMENTS
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UNIT:555

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
BRYANT	SPENCER	L	Head	05/04/1944	61	098-48-9337
BRYANT	LUCINDA	M		04/29/1918	87	370-86-2746
BRYANT	MICAH	C		04/26/1987	18	364-82-3679
BRYANT	WILLIAM	R		01/11/1991	15	366-13-2136

MOVE IN 9-4-1998 Rent $ 446.00

UNIT:556

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Capote	Connelia		Head	06/25/1979	26	364-80-3278
Capote	Ralph		Spouse	06/02/1975	30	050-60-2773
Capote	Geneva			04/21/1995	10	141-98-4766
Capote	Janae			07/02/1997	8	154-82-2364
Capote	Ralph Jr.			05/03/2001	4	374-27-5391
Capote	Rashon			08/14/2003	2	378-29-9996
Capote	Jahara			06/03/1999	6	362-84-2525

MOVE IN – 1-1-2005 Rent $ 446.00

UNIT:557

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
SACKO	LADJI		Head	08/14/1967	38	143-98-9056
KANOUTE	AMI EP SALL			02/28/1971	35	381-27-7414
DIAKITE	OUMAR			04/03/1994	12	999-99-9999

MOVE IN – 6-30-2004 Rent $ 409.00

UNIT:558

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
ALANDULUSI	IMADUDIN		Head	12/17/1976	29	134-52-6699
ALANDULUSI	JASHIYAMINA			01/28/1998	8	132-80-5572

MOVE IN 6-1-2004 Rent $418.00 SEC 8 HE PAYS $ 46.00

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:559

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Dykes	Dorothy		Head	11/25/1952	53	560-98-0811
Dykes	Nathan		Spouse	08/06/1951	54	420-68-4998
Dykes	Nathan		Other Over 18	06/02/1977	28	377-86-5284
Dykes	Jason		Other Over 18	04/13/1980	25	366-98-8388
Dykes	Christop			06/14/1986	19	381-86-1632

MOVE IN - 11-9-1990 Rent $ 446.00

UNIT:560

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
miller	dean		Head	11/14/1969	36	366-80-2441
miller	asia	k		12/11/1991	14	367-13-3422
miller	lashae	n		01/13/1992	14	386-13-6558
burns	kevon	m		12/19/1992	13	376-15-9955

MOVE IN 6-1-03 Rent $ 446.00

UNIT:561

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:562

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Brewer	Buffie	D	Head	01/15/1971	35	362-80-3609
Smith	Shafonne	M		04/10/1992	13	365-15-9381

MOVE IN 7-13-1995 Rent $ 449.00 SEC. 8 SHE PAYS $ 85.00

UNIT:563

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
WALKER	LATOYA	S	Head	08/02/1977	28	372-82-2154
POWELL	DAKQUAN			11/05/1994	11	378-17-3552
POWELL	DEJAH			04/03/1998	8	386-21-9505
POWELL	DEMIR	L		11/28/2000	5	386-25-9821
POWELL	DREVAUN	A		02/11/2003	3	374-29-0205

MOVE IN 7-21-2004 Rent $ 446.00

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:564

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:565

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:566

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:567

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Wallace	Amanda	J	Head	09/24/1959	46	373-72-0714
Williams	Jazmin	j		05/26/1989	16	385-08-5453
Hall	Cameron	J		10/15/1990	15	363-13-0926

MOVE IN 8/31/2004 Rent $ 446.00

UNIT:568

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
PALMER	LESTER	J	Head	05/28/1974	31	379-80-9223
PALMER-YATES	LETERIA	T		08/15/1998	7	377-23-2048

MOVEIN 12-01-2005 Rent $204.00 HE WORKS HERE

UNIT:569

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:570

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

Unit Occupancy Report

PARKVIEW APARTMENTS
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UNIT:571

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
JOHNSON	DEBORA	K	Head	08/31/1952	53	380-58-7288
JOHNSON	DOMINIC	D		11/14/1984	21	380-02-8019

MOVE IN 9-8-1997 Rent $ 409.00 Sec 8 $ 00

UNIT:572

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
JOHNSON	NACHELLE		Head	05/02/1977	28	556-47-5151
JOHNSON	MARISH			02/19/1996	10	590-59-0513
MAULL	NATHAN			02/17/2004	2	769-28-5482

MOVE IN — 8/20/2004 Rent $ 409.00

UNIT:573

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Nelson	Antinque	T	Head	11/09/1971	34	304-78-7209
Nelson-chambers	Aahjah			09/29/1994	11	384-17-3571
Nelson Chambers	Reyannah			02/02/1999	7	381-23-7450

MOVE IN — 8/25/2004 Rent $ 446.00

UNIT:574

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:575

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Diakite	Sonassa		Head	05/13/1966	39	090-74-8262
Souleymane	Abdkamane		Other Over 18	04/22/1969	36	380-25-9652

MOVE IN 7-1-2004 Rent $ 409.00

UNIT:576

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Yarbough	Lola		Head	07/27/1943	62	427-94-3699

MOVE IN 6-16-1983 Rent $ 446.00

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:577

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:578

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
TANNER	LORRAINE		Head	12/24/1965	40	378-66-2827
KIBTLEY JR.	WINSTON			07/09/1986	19	378-96-6580

MOVE IN 2-4-2004 Rent $ 504.00

UNIT:579

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Burrell	Catherin		Head	01/17/1946	60	370-44-3996
Burrell	Carlos	A		05/12/1985	20	371-96-2991

MOVE IN 6-5-1992 Rent $409.00 Sec 8 SHE PAYS 00

UNIT:580

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
WILLIAMS	DAVID		Head	10/17/1978	27	369-86-4151
WILLIAMS	ARTIS			01/25/2001	5	661-03-8525

MOVE IN 12-3-2002 Rent $409.00 Sec 8 00

UNIT:581

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
MAGBREY	JOHNNY		Head	04/24/1944	61	260-24-1471
EDDINS	DAMONTE'			12/01/1988	17	378-11-1307
EDDINS	DEVION			02/01/1996	10	382-19-6962

MOVE IN 6-2-1997 Rent $ 418.00

UNIT:582

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:583

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
CURTIS	SHIRLEY	J	Head	08/28/1963	42	385-84-2318
CURTIS	SALONE	K		04/19/1995	10	378-19-6609

MOVE IN 11-11-2002 Rent $409.00 Sec 8 She Pays $192.00

UNIT:584

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:585

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:586

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
EWING	JENIFER	M	Head	03/03/1970	36	363-96-2393
EWING	KALISIA	K		12/12/1987	18	364-11-3866

MOVE IN 9-1-1994 Rent $409.00

UNIT:587

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:588

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
Niangadou	Maimouna		Head	01/01/1972	34	364-25-6890
Niangadou	Oumar			01/28/1992	14	083-80-5188
Niangadou	Mohamed			11/02/1994	11	590-47-6865
Niangadou	Sadie			02/08/1998	8	370-23-5959
Niangadou	Karamoko			04/14/2000	5	373-25-9082

MOVE IN 12-10-2004 Rent $446.00

Unit Occupancy Report

PARKVIEW APARTMENTS
April 6, 2006, 11:58A

UNIT:589

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:590

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:591

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:592

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #

***** Unit is Vacant *****

UNIT:594

Last Name	First Name	M.I.	Relation	Date of Birth	Age	Social Security #
WILSON	TESHIA	M	Head	04/10/1983	22	376-92-4244
MILLS	NIGIEE			06/15/2004	1	999-99-9999

Move IN 12-13-2004 Rent $409.00

EXHIBIT H

U.S. Department of Justice
Civil Division
Commercial Litigation Branch

Courier/Overnight Delivery Address
1100 L St., N. W., Room 10018
Washington, D.C. 20005

Postal Service Address
P.O. Box 875 Ben Franklin Station
Washington, D.C. 20044-0875

GLENN D. GILLETT
Trial Attorney

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April 27, 2006
Revised Letter

Richard M. Price
Nixon Peabody LLP
401 9th Street, N.W.
Suite 900
Washington, DC 20004

Re: **In re: Parkview Apartments, Case No. 05-57708, Bankr. E.D. Michigan**

Dear Richard:

Pursuant to our telephone conversation this afternoon, the following is the substance of the settlement agreed to by your client, Chun Tai Holdings (CTH) and the Department of Housing and Urban Development (HUD). The intention is to execute a formal settlement agreement consistent with these understandings.

1. CTH will execute a 5 year use agreement, to be drafted by HUD, from the date of closing, restricting occupancy to persons at 80% of area median income or below (subject to the caveat that the Department of Housing and Urban Development (HUD) cannot enforce the use agreement as to the 28 condemned units until reinstatement of the occupancy certificates by the City).

2. CTH will execute the Housing Assistance Program (HAP) renewal contract (running for 5 years from the date of closing) and HUD will provide a letter to the owner confirming, that subject to appropriations and subject to compliance with HUD regulations, the availability of certain rental rate increases for this project based Section 8 contract. HUD 2530 clearance is required. CTH will submit a complete HUD 2530 for the Parkview Apartments purchase on April 27, 2006. HUD will use best efforts to examine the HUD 2530 in an expedited manner to reach a final resolution on or before May 12, 2006.

3. CTH will utilize up to $200,000 of the proceeds ("the Cure Fund") derived from the purchase price (subject to the availability of such funds under the Plan of Reorganization) as cure obligations from the Debtor's assumption of the HAP contract to perform repairs needed to achieve decent, safe, sanitary conditions. The release of funds from the Cure Fund will be governed by procedures substantially similar to

release from a Reserve for Replacement account for HUD projects. The Cure Fund will used for repairs needed to bring the project into compliance with "decent, safe and sanitary" requirements.

4. HUD and CTH will agree to a reasonable repair plan, based upon the Post Closing Repair Requirements (HUD 9552) contained in the foreclosure package on Parkview Apartments, to bring the property into compliance with HUD's "decent, safe and sanitary" conditions and CHT will post a $150,000 letter of credit, similar in form to the letter of credit sample in the Parkview foreclosure packet, which can be used to cover the costs if CTH defaults on its obligations to bring the property into "decent, safe and sanitary" conditions.

5. HUD and CTH will execute mutual releases of all claims relating to or arising from the cancelled foreclosure sale of Parkview Apartments and the sale of the property to CTH, including but not limited to any Equal Access to Justice Act claims.

6. HUD will, in good faith, support CTH purchase of Parkview Apartments pursuant to the Section 363 Sale Motion filed by the Debtor and will not oppose the assumption and assignment of the HAP contract to CTH under the Section 365 Motion filed by the Debtor.

7. HUD will confer with the tenant's legal representatives and explain the reason for the 5 year use agreement and the 5 year HAP renewal.

8. HUD will confer with the City of Ypsilanti to assist CTH to obtain the certificates of occupancy and City's cooperation with placement of the Use Agreement, including a reasonable scope of work to restore the certificates of occupancies and to withdraw the condemnations pending against units at Parkview Apartments.

9. HUD will receive payment in full on its secured claim on the Closing Date of the sale.

I hope that this accurately represents the substance of our discussions yesterday.

Sincerely yours,

/s/ Glenn D.Gillett
Glenn D. Gillett
Trial Attorney

Agreed and ~~accepted:~~

By: ______________________

Chun Tai Holdings

Its: ______________________

EXHIBIT I

U.S. Department of Justice
Civil Division
Commercial Litigation Branch

Courier/Overnight Delivery Address
1100 L St., N. W., Room 10018
Washington, D.C. 20005

Postal Service Address
P.O. Box 875 Ben Franklin Station
Washington, D.C. 20044-0875

GLENN D. GILLETT
Trial Attorney

Tel: 202-514-7162 Fax: 202-307-0494 E-Mail: Glenn.Gillett@usdoj.gov

May 4, 2006

Richard M. Price
Nixon Peabody LLP
401 9th Street, N.W.
Suite 900
Washington, DC 20004

Re: **In re: Parkview Apartments, Case No. 05-57708, Bankr. E.D. Michigan**

Dear Richard:

The Department of Housing and Urban Development ("HUD") believes that the negotiations to finalize terms of the tentative agreement concerning the Debtor's Motion for Order Approving the Sale of Debtor's Assets to Chun Tai Holding, LLC Free and Clear of Liens, Claims, Encumbrances and Interests Pursuant to 11 U.S.C. § 363 ("the Debtor's Motion") have reached an impasse. HUD does not believe that further negotiations can resolve the substantial outstanding issues. Accordingly, HUD will soon file its objections to the sale proposed in the Debtor's Motion.

Sincerely yours,

Glenn D. Gillett 5/4/06
Glenn D. Gillett
Trial Attorney

EXHIBIT J

NIXON PEABODY LLP
ATTORNEYS AT LAW

Suite 900
401 9th Street, N.W.
Washington, D.C. 20004-2128
(202) 585-8000
Fax: (202) 585-8080

Richard Michael Price
Direct Dial: (202) 585-8716
E-Mail: rprice@nixonpeabody.com

May 4, 2006

Glenn D. Gillett, Esq.
U.S. Department of Justice
Civil Division
Commercial Litigation Branch
1100 L Street, N.W.
Room 10018
Washington, DC 20005

Re: In Re: Parkview Apartments, Case No. 05-57708, Bankr. E.D. Michigan

Dear Glenn:

I received your letter earlier today and I am shocked. CHT has done everything that HUD has asked of it. Indeed, the parties signed the April 27, 2006 letter agreement. The only impasse is that after HUD's demand that CHT sign a five year use restriction and assume the HAP Contract, HUD has since then stated that it does not know if it will approve CHT and its principal, Mr. Ku, for HUD's Previous Participation Clearance. The HUD office making the settlement offer and terms and also in control of processing the Previous Participation Clearance is the same Office of Multifamily Housing. You and I have been in daily communication and the only issue was whether HUD's internal schedule would accommodate HUD reviewing clearances by the May 22nd hearing date. HUD, by not allowing itself to process its own forms has created its own impasse.

Sincerely yours,

Richard Michael Price

RMP:bg

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037846/000002

EXHIBIT K

LIBER 1334 PAGE 309
Page 1 of 6.

FHA FORM NO. 4131 B
(CORPORATE)
(Rev. August 1965)

MORTGAGE

THIS MORTGAGE, dated the 6th day of August, 1970, by and between PARKVIEW APARTMENTS NON-PROFIT HOUSING CORPORATION, a Michigan Non-Profit Corporation

a corporation organized and existing under the laws of the State of Michigan having its principal place of business at 317 Pearl Street, Ypsilanti, Michigan

hereinafter referred to as the Mortgagor, and LAMBRECHT REALTY COMPANY, a Michigan Corporation

a corporation organized and existing under the laws of the State of Michigan hereinafter referred to as the Mortgagee.

WITNESSETH: That the Mortgagor for and in consideration of the sum of Two Million Seven Hundred Fifty Five Thousand Two Hundred And No/100 Dollars ($ 2,755,200.00), the receipt whereof is hereby acknowledged, and for the purpose of securing the repayment of said sum, with interest, as hereinafter provided, and the performance of the covenants hereinafter contained, hereby mortgages and warrants unto the Mortgagee, its successors and assigns, the lands, premises, and property, situated in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as follows, to wit:

SEE ATTACHED LEGAL

RECEIVED FOR RECORD
AUG 7 3 04 PM '70
PATRICIA HEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

TOGETHER with the privileges and appurtenances to the same belonging, and all of the rents, issues, and profits which may arise or be had therefrom; and

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon, and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating equipment, and all cabinets, mantels, refrigerating plant and refrigerators, whether mechanical or otherwise, cooking apparatus and appurtenances, and all furniture, shades, awnings, screens, venetian blinds and other furnishings; and

TOGETHER with all building materials and equipment located on the premises and intended to be incorporated in the buildings or other improvements; and

TOGETHER with all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected including all goods and chattels and personal property as are ever used or furnished in operating a building or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner. All of the foregoing shall be deemed to be, remain and form part of the realty and are covered under this Mortgage.

TO HAVE AND TO HOLD the above mortgaged premises, together with the appurtenances thereunto appertaining unto the said Mortgagee forever, provided that if the Mortgagor shall pay the principal and all interest as provided in a certain promissory note executed by said Mortgagor to said Mortgagee of even date herewith and shall pay all other sums hereinafter provided for, and shall well and truly keep and perform all of the covenants herein contained, then this mortgage and the aforesaid note shall be null and void; otherwise to remain in full effect.

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#1

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INDEX & PAGE

RECORDED
AUG 7 1970

CHECKED BY

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LX PART OF LOTS 2-5, LOTS 6-21 ENDERS SUB.
PART OF LOT 65 / H.W. LARZELERE'S ADD.
CX LOTS 364-373 & VAC. MONROE AVE. PARK RIDGE
(LOTS 474-482) VAC. MONROE AVE. & GOODMAN ST. SUB.
LOTS 28-37, PART OF LOTS 38-39 WILLSON SUB.

And the Mortgagor hereby covenants as follows:

1. That for value received and the consideration aforesaid, the Mortgagor hereby agrees to pay to the Mortgagee (or its successors or other lawful holder of the note secured hereby) at its office in Detroit, in the County of Wayne, State of Michigan, or at such other place as the holder of the note may designate in writing, the principal sum of Two Million Seven Hundred Fifty Five Thousand Two Hundred And No/100---------- Dollars ($ 2,755,200.00) with interest from date at the rate of Eight & One-Half per centum (8 ½%) per annum on the unpaid balance until paid, according to the terms of a note bearing even date herewith, executed by the Mortgagor, payable to the Mortgagee, or order. The said principal and interest of said note are payable in monthly installments as follows:

Reference is made to the rider attached hereto and made a part hereof for the terms of payment of the note.

2. That privilege is reserved to pay the debt in whole or in an amount equal to one or more monthly payments on principal next due, on the first day of any month prior to maturity upon at least thirty (30) days' prior written notice to the holder. If this debt is paid in full while insured under the provisions of the National Housing Act, as amended, all parties liable for payment thereof agree to be jointly and severally bound to pay to the holder hereof such adjusted mortgage insurance premium as may be required by the applicable Regulations.

3. That, in order more fully to protect the security of this mortgage, the Mortgagor, together with and in addition to, the monthly payments of interest or principal and interest under the terms of the note secured hereby, will pay the Mortgagee on the first day of each month after date until the indebtedness secured hereby is fully paid, the following sums:

(a) An amount sufficient to provide the Mortgagee with funds to pay the next mortgage insurance premium if this mortgage and the note secured hereby are insured, or a monthly service charge if they are held by the Federal Housing Commissioner, as follows:

(I) If and so long as said note of even date and this mortgage are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Mortgagee one month prior to its due date the annual mortgage insurance premium, in order to provide the Mortgagee with funds to pay such premium to the Federal Housing Commissioner pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or

(II) Beginning with the first day of the month following an assignment of this mortgage and the note secured hereby to the Commissioner, a monthly service charge which shall be an amount equal to 1/12 of 1/2% of the average outstanding principal balance due on the note computed for each successive year beginning with the first of the month following such assignment, without taking into account delinquencies or prepayments.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the premises covered hereby, plus water rates, taxes and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, water rates, taxes and assessments will become delinquent, such sums to be held by the Mortgagee in trust to pay said ground rents, premiums, water rates, taxes and special assessments.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner or the service charge as the case may be;

(II) ground rents, taxes, assessments, water rates, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage.

4. That any excess funds accumulated under paragraph (b) above remaining after payment of the items therein mentioned, shall be credited to subsequent monthly payments of the same nature required thereunder; but if any such item shall exceed the estimate therefor, the Mortgagor shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default thereunder. In case of termination of the contract of mortgage insurance by prepayment of the mortgage in full, or otherwise (except as hereinafter provided), accumulations under paragraph (a) above not required to meet payments due under the Contract of Mortgage Insurance, shall be credited to the Mortgagor. If the property is sold under foreclosure or is otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under paragraph (b) above shall be credited to the principal of the mortgage as of the date of commencement of foreclosure proceedings or as of the date the property is otherwise acquired; and accumulations under paragraph (a) above shall be similarly applied unless required to pay sums due the Commissioner under the Contract of Mortgage Insurance.

5. That it will pay before the same become delinquent or subject to interest or penalties, all ground rents, taxes, assessments, water rates, and all other charges and encumbrances which now are or shall hereafter be or appear to be a lien upon the said premises or any part thereof, and for which provision has not been made by monthly payments as hereinbefore provided, and will make payments on account of the taxes and assessments levied or to be levied against the premises in the manner provided in subsection (b) of the above paragraph and that in default thereof the Mortgagee may, without demand or notice, pay the said taxes, assessments, charges, or encumbrances, and pay such sum of money as the Mortgagee may deem to be necessary therefor, and shall be the sole judge of the legality or validity thereof and of the amount necessary to be paid in satisfaction thereof.

LIBER & PAGE
LIBER 1334 PAGE 310
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DESCRIPTION OF A PARCEL OF LAND IN ENDER'S SUBDIVISION WILSON SUBDIVISION, H.W. LARZELERE'S SUBDIVISION AND PARKRIDGE SUBDIVISION, LOCATED IN FRENCH CLAIMS 680 AND 690 FOR THE CITY OF YPSILANTI

Beginning at the south west corner of lot 14, of Ender's subdivision as recorded in Liber 10 Page 17 Washtenaw County Records; thence along the easterly line of Perry Street in the following courses N.15°06' W 4.20 feet, N.1°59' E 461.19 feet, and N.8°40' E 113.62 feet to a point which is 18.0 feet southerly of the southerly line of Harriet Street as it is now laid out and used; thence S.88°00'E 451.07 feet along a line which is 18.0 feet southerly of and parallel to the southerly line of Harriet Street to a point 2' west of the westerly line of Hamilton Street; thence S.1°49' W 437.41 feet parallel to the westerly line of Hamilton Street; Thence S.75°08'45" W 0.92 feet along the northerly line of French Claim No. 680 to the westerly line of Hamilton Street and the northerly line of a former alley in Parkridge Subdivision as recorded in Liber 1 Page 27 Washtenaw County Records; thence S.15°07'E 136.72 feet along the westerly line of Hamilton Street to the northerly line of Monroe Avenue; thence S.14°26'W 68.97 feet to the northeast corner of lot 365 in Parkridge Subdivision, thence S.15° 07' E 129.01 feet along the easterly line of said lot 365 and said easterly line extended to the centerline of an alley; thence S. 74°52' W 450.48 feet along the centerline of an alley; thence N.15°14'35" W 129.14 feet along the westerly line and the extension of the westerly line of lot 373 of said Parkridge Subdivision to the southerly line of Monroe Avenue; thence N.14°36'05" W 60.00 feet to the southwest corner of lot 474 in Parkridge Subdivision; thence N.15°06'W 138.94 feet along the westerly line of said lot 474 and the easterly line of Perry Street, as now laid out and used, to the place of beginning, being a part of Ender's Subdivision as recorded in Liber 10 Page 17 a part of the Wilson Subdivision as recorded in Liber 1 Page 44 excepting that part vacated as recorded in Liber 268 Page 556, a part of H.W. Larzelere's Addition to Ypsilanti as recorded in Liber 41 of Deeds Page 453 and part of Parkridge Subdivision as recorded in Liber 1 Page 27 of Washtenaw County Records. T.3S., R.7E., City of Ypsilanti, Washtenaw County, Michigan containing 388,398 sq. ft. of land more or less, being subject to easements or restrictions of record, if any, subject to the right of the public over that land platted as public streets and alleys. EXCEPTING: Lot 483, Parkridge Subdivision, according to the plat thereof as recorded in liber 1, page 27, Washtenaw County Records.

RIDER

Interest is payable monthly on the first day of September, 1970 and on the first day of each month thereafter until the note is paid. On the first day of November, 1971 and on the first day of each succeeding month an installment of principal and interest shall be paid in the amount of Twenty Thousand One Hundred Ninety Eight Dollars and Twenty One Cents ($20,198.21). In any event the balance of principal (if any) remaining unpaid plus interest accrued shall be due and payable on October 1, 2011.

The debt evidenced by this note may not be prepaid either in whole or in part prior to the final maturity date hereof without the prior written approval of the Federal Housing Commissioner except where: (1) the prepayment is in connection with the release of an individual unit for sale to a lower income, elderly, or handicapped person; or (2) the maker is a limited dividend corporation which is not receiving payments from the Commissioner under a rent supplement contract pursuant to Section 101 of the Housing and Urban Development Act of 1965, and the prepayment occurs after the expiration of 20 years from the date of final endorsement or as a result of a sale of the project to a cooperative or a non-profit corporation or association and the purchase is financed with a mortgage insured pursuant to Section 236 (j) (3) of the National Housing Act as amended.

In the event that the mortgagor shall fail to make any monthly payment due the mortgagee within fifteen (15) days after the due date hereof, the mortgagee may, at his option, impose a late charge upon the mortgagor in an amount not to exceed 2 percent (2%) of said monthly payment, provided, nevertheless, that so long as this mortgage shall be insured by the Federal Housing Administration under Section 236 of the National Housing Act, the amount of the monthly payment upon which such late charge may be imposed shall be limited to the amount actually payable by the mortgagor to the mortgagee and shall not include for such purpose the amount payable by the Federal Housing Administration to the mortgagee pursuant to its commitment under Section 236 of the National Housing Act.

In the event of prepayment of principal during any one calendar year in an amount in excess of fifteen percent (15%) of the original principal amount of the note, all parties liable for payment thereof hereby agree to be jointly and severally bound to pay to the holder for its own account a penalty or charge equal to three percent (3%) of the amount of such excess less one-eighth of one percent (1/8 of 1%) for each twelve-month period which has elapsed since the date of the note.

No prepayment penalty shall be due the holder hereof in the event of prepayment of principal resulting from the sale of an individual dwelling unit in the project to lower income, elderly, or handicapped purchasers.

6. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies, as may be stipulated by the Federal Housing Commissioner upon the insurance of the Mortgage and other hazards as may be required from time to time by the Mortgagee, and all such insurance shall be evidenced by standard Fire and Extended Coverage Insurance Policy or Policies, in amounts not less than necessary to comply with the applicable Coinsurance Clause percentage, but in no event shall the amounts of coverage be less than 80% of the Insurable Values or not less than the unpaid balance of the insured Mortgage, whichever is the lesser, and in default thereof the Mortgagee shall have the right to effect insurance. Such policies shall be endorsed with standard Mortgagee clause with loss payable to the Mortgagee and the Federal Housing Commissioner as interest may appear, and shall be deposited with the Mortgagee;

7. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

8. That it will not permit or commit any waste on said premises and will keep the buildings thereon and all equipment therein mortgaged in good repair, and promptly comply with all laws, ordinances, regulations, and requirements of any governmental body affecting the said mortgaged premises, and should said premises or any part thereof require inspection, repair, care, or attention of any kind or nature not provided by the Mortgagor, the Mortgagee, being hereby made sole judge of the necessity therefor, may, after notice to the Mortgagor, enter or cause entry to be made upon said property, and inspect, repair, protect, care for or maintain said property as the Mortgagee may deem necessary, and may pay such sum of money as the Mortgagee may deem to be necessary therefor, and shall be the sole judge of the amount necessary to be paid.

9. That it will not permit or suffer the use of any of the property for any purpose other than that for which the same is now agreed upon to be used; nor will it permit or suffer any alteration of or addition to the buildings or improvements hereafter constructed in or upon said property without the consent of the Mortgagee.

10. That should any default be made in the covenants of this mortgage, the Mortgagee may cause the abstract or abstracts of title and the tax histories of said premises to be certified to date, or may procure new abstracts of title and tax histories or title search in case none were furnished to the Mortgagee, and may pay therefor such sums as it may deem to be necessary, and if unpaid, may pay the mortgage tax on this instrument, and shall be the sole judge of the amount necessary to be paid therefor.

11. That it will pay to the Mortgagee forthwith the amounts of all sums of money which the Mortgagee, shall pay or expend pursuant to the provisions, or any of them, including any amount required to pay mortgage insurance not provided for by payments made by the Mortgagor hereinbefore contained, together with interest, upon each of said amounts until paid from the time of the payment thereof at the rate of Eight & One Half per centum 8 ½ per annum, and such payments shall be a further lien on the premises under this mortgage.

12. That so long as this Mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, or held by the Federal Housing Commissioner, it will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed.

13. The Mortgagor covenants and agrees that so long as this mortgage and the note secured hereby are insured under the provisions of the National Housing Act, or held by the Federal Housing Commissioner, it will not rent dwelling accommodations in the mortgaged premises at rental rates in excess of the rates permitted under its ~~XXXXXXXXXXXXXXXXX~~ Regulatory Agreement or for periods of less than one month or in excess of three years, nor rent the premises as an entirety.

14. That should any default be made in the payment of principal or interest or of any sum payable under subparagraphs *(a)* or *(b)* above, which is not made good before the due date of the next such payment, or should default be made in the performance of any other covenant of this mortgage or the note secured hereby or any part thereof, when the same is payable or the time of performance has arrived, as above provided, then all the remainder of the aforesaid sum with all sums due hereunder shall at the option of the Mortgagee without notice become immediately payable thereafter, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

15. That no sale of the premises hereby mortgaged and no forbearances on the part of the Mortgagee and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part.

16. That upon default being made in the payment of the sums of money herein agreed to be paid or in the performance of any of the covenants or agreements herein contained according to the terms hereof or of the note secured hereby the Mortgagee is hereby authorized and empowered to sell or cause to be sold the property hereby mortgaged, and to convey the same to the purchaser, pursuant to the statute in such case made and provided, and out of the proceeds of such sale to retain the moneys due under the terms of this mortgage, the costs and charges of such sale and also the attorney's fee provided by statute, rendering the surplus moneys (if any there should be) to the said Mortgagor. In the event of public sale, the mortgaged premises may, at the option of the Mortgagee, be sold in one parcel.

17. That the Regulatory Agreement of even date herewith executed by the Mortgagor herein, which is being recorded simultaneously herein, is incorporated in and made a part of this mortgage. Upon default under the Regulatory Agreement and upon request by the Federal Housing Commissioner, the Mortgagee may declare this mortgage in default and may declare the whole of the indebtedness secured hereby to be due and payable.

18. That it is hereby stipulated and agreed by and between the parties hereto, that if default shall be made in the payment of said principal sum or interest or any other sum secured hereby, or any part thereof, or in the payment of taxes, assessments, water rates, liens, insurance or other charges upon said premises, or any part thereof, at the time and in the manner herein specified for the payment thereof, or in the performance of any of the covenants and agreements herein contained, the Mortgagor in such case does hereby bargain, sell, assign and set over to the Mortgagee all the rents, income and profits which, whether before or after foreclosure of this mortgage or during the period of redemption, shall accrue and be owing for the use or occupation of said premises and the buildings thereon, or any part thereof, and does hereby constitute and appoint the Mortgagee, attorney in fact of the Mortgagor, irrevocable, with full power and authority to at once enter upon and take full possession of said premises and buildings, lease and control the same, and to receive, collect and receipt for all sums due or owing for such use or occupation as the same accrue, and out of the amount so collected to pay all taxes, assessments, water rates, liens, insurance, repairs or other charges upon said premises, and the payments accrued and accruing on said note or under this mortgage, and the costs of collecting said rents, income and profits so far as the sums so collected by the Mortgagee shall be sufficient for that purpose, paying the surplus from time to time, if any, to the Mortgagor. That the holder of this mortgage, in any action to foreclose, shall be entitled to the appointment of a receiver of the mortgaged premises as a matter of right and without notice, with power to collect the rents, issues, and profits of said mortgaged premises, due and becoming due, during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by this mortgage, and with power to manage the mortgaged premises during the pendency of such foreclosure suit. The Mortgagor for himself and any subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the mortgage of any other right, remedy, or privilege it may now have under the law to have a receiver appointed.

19. That it will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage, and further that it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises, and on the failure of the Mortgagor to perform these covenants or any part thereof, thereupon the principal and all arrears of interest shall, at the option of the Mortgagee or any holder of the note secured by this mortgage, become due and payable, anything contained herein to the contrary notwithstanding.

20. That the improvements about to be made upon the premises above described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of the Board of Fire Underwriters having jurisdiction. In the event the Mortgagor shall at any time fail to comply with such rules, regulations and ordinances which are now or may hereafter become applicable to the premises above described, after due notice and demand by the Mortgagee, thereupon the principal sum and all arrears of interest and other charges provided for herein, shall at the option of the Mortgagee become due and payable.

21. That the funds to be advanced herein are to be used in the construction of certain improvements on the lands herein de-
scribed, in accordance with a Building Loan Agreement between the Mortgagor and the Mortgagee, dated August 10, 1970
19 , which Building Loan Agreement) except such part or parts thereof as may be inconsistent herewith) is incorporated
herein by reference to the same extent and effect as if fully set forth and made a part of this Mortgage; and if the construction
of the improvements to be made pursuant to said Building Loan Agreement shall not be carried on with reasonable diligence, or
shall be discontinued at any time for any reason other than strikes or lock-outs, the Mortgagee, after due notice to the Mort-
gagor or any subsequent owner, is hereby invested with full and complete authority to enter upon the said premises, employ
watchmen to protect such improvements from depredation or injury and to preserve and protect the personal property therein,
and to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and
enter into any contracts and obligations wherever necessary, either in its own name or in the name of the Mortgagor, and to
pay and discharge all debts, obligations and liabilities incurred thereby. All such sums so advanced by the Mortgagee (exclu-
sive of advances of the principal of the indebtedness secured hereby) shall be added to the principal of the indebtedness
secured hereby and shall be secured by this mortgage and shall be due and payable on demand with the interest at the rate
of Eight & One-Half per centum 8 1/2 per annum, but no such advances shall be insured unless same, are specifically
approved by the Federal Housing Commissioner prior to the making thereof. The principal sum and other charges provided for
herein shall, at the option of the Mortgagee or holder of this Mortgage and the Note secured hereby, become due and payable on
the failure of the Mortgagor to keep and perform any of the covenants, conditions, and agreements of said Building Loan Agree-
ment. This covenant shall be terminated upon the completion of the improvements to the satisfaction of the Mortgagee and the
making of the final advance as provided in said Building Loan Agreement;

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The street number and post-office address of the Mortgagee is 3300 Penobscot Building, Detroit, Michigan 48226

IN WITNESS WHEREOF, the said Mortgagor has caused these presents to be signed by its and its corporate seal to be hereunto affixed the day and year first above written.

PARKVIEW APARTMENTS NON-PROFIT HOUSING CORPORATION, a Michigan Non-Profit Corporation

Signed, sealed, and delivered in the presence of:

By /s/ Thomas Bass, M.D.
Thomas Bass, M.D. President

Richard Agree
Arlene Orlowski

Attest:

[CORPORATE SEAL]

Secretary

STATE OF MICHIGAN,
Wayne County } ss.

On this 6th day of August, 19 70 before me appeared Thomas Bass, M.D., to me personally known, who, being by me duly sworn, did say that he is the President of the Parkview Apartments Non-Profit Housing Corporation a corporation organized under the laws of the State of Michigan, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Thomas Bass, M.D. acknowledged said instrument to be the free act and deed of said corporation.

Arlene Orlowski
Notary Public in and for the County of Wayne State of Michigan

My commission expires June 19, 1973.

(NOTE.—The name of each person who executed this instrument and of each witness thereto and the name of the notary taking the acknowledgment shall be legibly typewritten or stamped immediately beneath the signature of such person.)

See *Public Acts 1945* (Michigan), No. 213, pp. 285, 286, with reference to recording requirements.

This instrument drafted by and
when recorded return to:
Brenton A. Bleier, Esq.
3300 Penobscot Building
Detroit, Michigan 48226

STATE OF MICHIGAN
Loan No.
Mortgage
PARKVIEW APARTMENTS NON-PROFIT HOUSING CORPORATION
TO
LAMBRECHT REALTY COMPANY

RECEIVED FOR RECORD
AUG 7 1970
REGISTER OF DEEDS
Received for Record the day of A.D. 19 at o'clock M., and Recorded in of Mortgages on Page
Register
7SE28707 ****09.00

LIBER & PAGE
LIBER 1334 PAGE 314
RECORDED AUG 7 1970
L C
POSTING & FILING CODE
POSTED BY

EXHIBIT L

STATEMENT OF MULTIFAMILY MORTGAGE ACCOUNT

Notice of Mortgage Payment Due

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

[redacted]

PARKVIEW APARTMENTS
C/O ECLIPSE MANAGEMENT SYSTEMS
596 S HAMILTON ST
YPSILANTI, MI 48197-5434

Make check payable to the Federal Housing Administration. Include the FHA Project Number on your check. **Return Part B** of the statement with your remittance prior to the Payment Due Date. Forward your check to the

Multifamily Payment Processing Center,
P.O.Box 70364; Chicago, IL 60673.

A pre-addressed envelope is enclosed for your convenience.

Send all inquiries regarding this statement to:
U.S. Department of Housing and Urban Development
C/O DP Service LLC
P.O. Box 4308
Silver Spring, MD 20814-4308

FHA Project Number and Name: 044-44060 MNA PARKVIEW APARTMENTS

Statement Date: 05/20/2005

Payment Due Date: 06/01/2005

Account Items	Billing Summary: Amount Due (Prior Statement)	Billing Summary: Funds Applied	Billing Summary: Delinquent Amount	Monthly Payment	Total Amount Due
Interest on Advances	.00	.00	.00	.00	.00
Operating Advances	.00	.00	.00	.00	.00
Service Charge	511.62	511.62-	.00	511.62	511.62
Tax Escrow	6547.04	6547.04-	.00	1519.70	1519.70
Interest	132190.23	20917.24-	111272.99	10163.87	121436.86
Principal	212487.83	.00	212487.83	1434899.82	1434899.82
Reserve for Replacement	78739.22	.00	78739.22	1814.17	80553.39
Other Charges	3656.73	.00	3656.73	142.46	3799.19
Credit		To Be Applied	)	14039.93	14039.93
Total	434132.67	27975.90-	406156.77	1435011.71	1628680.65

A Late charge is assessed if payment is not made within 15 days. Amounts received are applied to account items as follows: Interest on Advances, Operating Advances, Service Charges, Tax Escrow, Interest, Principal and Reserve for Replacement

Source of Funds Applied

Code	Date	Amount
C	05/01/05	14039.93-
A	05/12/05	13935.97-
Total		27975.90-

Provisional Workout Information
Term: NO WORKOUT Minimum Monthly Payment

Modification Agreement Information
Effective Date:

Account Balances

Account	Amount
Unpaid Principal Balance	1434899.82
Tax Escrow	11359.69-
Reserve for Replacement	37103.60-
Miscellaneous Escrow	.00
Insurance Escrow	.00

Codes: A-Checks, B-Rent Supplement Section 8, C-Interest Reduction/ Assistance Payments, D-Tax Escrow, E-Reserve for Replacement, F-Miscellaneous Escrow, G-Late Charge, H-Other, I-Insufficient Funds.

REMARKS
This loan is in FORECLOSURE and has been ACCELERATED. The total amount currently due and payable on this loan is the amount shown in the TOTAL AMOUNT DUE column. Any Payments you will make will be credited to the debt you owe. Payment of any amount less than the TOTAL DUE will not stop the FORECLOSURE. This bill is sent to you for your INFORMATION ONLY.

HUD Field Office: F0528 Detroit
Statement Inquiries: (301)622-0900 X454

Part C—Notes Receivable Branch

Previous editions are obsolete. form HUD-2771 (8/90)

EXHIBIT M

NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on August 6, 1970, a certain Mortgage was executed by Parkview Apartments Non Profit Housing Corporation, as grantor in favor of Lambrecht Realty Company and was recorded August 7, 1970 in Liber 11334, Page 309, in the Washtenaw County Register of Deeds, Washtenaw County, Michigan; and

WHEREAS, on July 7, 1972 a Supplemental Mortgage was executed by Parkview Apartments in favor of Lambrecht Realty Company and was recorded on July 10, 1972 in Liber 1405, Page 878 in the Washtenaw County Register of Deeds, Washtenaw County, Michigan; and

WHEREAS, on August 10, 1972 said mortgage was assigned to the Federal National Mortgage Association and was recorded on August 14, 1972 in Liber 1407, Page 640, in the Washtenaw County Register of Deeds, Washtenaw County, Michigan; and

WHEREAS, the beneficial interest in said mortgage is now owned by the Secretary, pursuant to an assignment dated December 10, 2003 said mortgage and supplemental mortgage were reassigned to the Federal National Mortgage Association and was recorded on December 12, 2003 in Liber 4345, Page 536, Instrument No. 5511672 of Washtenaw County Register of Deeds, Washtenaw County, Michigan; and

WHEREAS, a default has been made in the covenants and conditions of the mortgage in that the payment due on October 1, 2003, was not made and remains wholly unpaid as of the date of this notice, and no payment has been made sufficient to restore the loan to currency; and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the mortgage to be due and payable;

NOW THEREFORE, pursuant to the powers vested in me by the Multifamily Mortgage Foreclosure Act of 1981, 12 U.S.C. 3701 et seq., by 24 CFR Part 27, and by the Secretary's designation of me as Foreclosure Commissioner, notice is hereby given that on May 27, 2005 at 10:00 AM local time, all real and personal property at or used in connection with the following described premises located at 596 S. Hamilton Street, Ypsilanti, MI 48197-5343 (the Project), will be sold at public auction to the highest bidder;

The sale will be held at 200 N. Main Street, Ann Arbor, MI 48107.

The successful bidder (other than the Secretary) will, pursuant to 12 U.S.C. 3706 (b)(2) (A), be required to operate the Project in accordance with the terms, as appropriate, of Section 221(d)(3) of the National Housing Act, 12 U.S.C. Section 17151. The successful bidder (other than the Secretary) will be required to execute a Use Agreement with the Secretary, which contains the terms, and conditions under which the Project must be operated. The Commissioner's deed to the successful bidder will contain covenants, which obligate the grantee to operate the Project in accordance with the appropriate conditions. Also, the successful bidder (other than the Secretary) must receive previous participation clearance in accordance with the procedures set out in 24 C.F.R. 200.210 et seq. A letter of credit in the amount of $264,039.00 in favor of HUD is also required at the closing.

Additional information about this sale, including the terms under which the sale is being conducted, is provided in a bid package which is available from:

U.S. Department of Housing and Urban Development

801 Cherry Street
Fort Worth Texas, 76102
Phone No.: 715-273-2130
Fax No.: 715-273-4769
Email: bkit@helmerprinting.com

All parties who are interested in bidding at the sale must obtain a bid package. The bid package contains sample copies of documents that the purchaser must deliver at the sale and copies of documents that the purchaser must execute at closing. The bid package also describes, among other things, the procedure for prorating real estate taxes, and the purchaser's obligations after the sale. In addition, the bid package describes the specific repairs that the purchaser must perform.

When making their bid, all bidders except the Secretary must submit a deposit totaling $75,000.00 in the form of a certified check or cashier's check made out to the Secretary of HUD. A deposit must accompany each oral bid. If the successful bid is oral, a deposit of $75,000.00 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the high bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveyance fees, all real estate and other taxes that are due on or after the date of closing and all other costs associated with the transfer of title.

Before being accepted as purchaser, the high bidder must deliver to the Commissioner, at the time of sale, an executed Acknowledgment by Bidder form. In this form, the high bidder acknowledges that he understands the terms of the sale and the obligations to which he will be bound after the sale. A letter of Credit payable to HUD in the amount of $264,039 is also required to close.

The Secretary may grant an extension of time within which to close. All extensions will be for 30 days, and the purchaser must pay a fee, which is the greater of 1.5% of the purchase price or HUD's current holding cost. The extension fee shall be paid in the form of a certified or cashier's check made payable to the Secretary of Housing and Urban Development. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the remaining fee shall be applied toward the amount due at closing.

If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder's deposit will be forfeited, and the Commissioner may offer the project to the second highest bidder for an amount equal to the highest price offered by that bidder. All other terms of the sale would remain the same. If the second highest bidder rejects the Commissioner's offer, no further offers will be made and the sale will be canceled.

MARYANNE SPRYSZAK-HANNA
Substitute Foreclosure Commissioner

The foregoing instrument has been acknowledged before me this 21st day of April, 2005 by Maryanne Spryszak-Hanna.
Subscribed and sworn before me on April 21st, 2005

LUCILLE WALKER,
NOTARY PUBLIC, State of Michigan, County of Wayne
My commission expires: 2-4-12
Acting in the County of Wayne

LUCILLE WALKER
Notary Public, State of Michigan
County of Wayne
My Commission Expires Feb. 4, 2012
Acting in the County of Wayne

Drafted by:
Maryanne Spryszak-Hanna
Law Offices of Maryanne Spryszak-Hanna, PC
29790 Little Mack
Roseville, MI 48066