

Property of Cook County Clerk's Office

This instrument prepared by  
and when recorded return to:

Crystal S. Maher  
Assistant Corporation Counsel  
City of Chicago  
Office of Corporation Counsel  
121 North LaSalle Street  
Room 600  
Chicago, Illinois 60602

**ASSIGNMENT OF MORTGAGE AND DOCUMENTS**

THIS ASSIGNMENT OF MORTGAGE AND DOCUMENTS (the "Assignment") is made and entered into as of March 1, 2003 by Greater Southwest Development Corporation ("Borrower"), an Illinois not-for-profit corporation, having an address at 2601 West 63<sup>rd</sup> Street, Chicago, Illinois 60629.

**WITNESSETH:**

**WHEREAS**, the City of Chicago (the "City"), an Illinois municipal corporation, 121 North LaSalle Street, Chicago, Illinois 60602, has loaned \$4,000,000 to the Borrower (the "Loan"), which such Loan is evidenced by a Note (the "City Note") which is dated as of the date

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Lawyers Title Insurance Corporation

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hereof in the principal amount of \$4,000,000; and

**WHEREAS**, the Borrower on this date has loaned the proceeds of the Loan to Churchview Supportive Living L.P., an Illinois limited partnership (the "Partnership"); and

**WHEREAS**, the Borrower is the present sole legal and equitable owner and holder of the Note (the "Borrower Note") dated as of the date hereof in the original principal amount of \$4,000,000 made by the Partnership in favor of the Borrower; and

**WHEREAS**, the Borrower Note is secured by the following documents:

- A. A Junior Mortgage, Security Agreement and Financing Statement dated as of the (date hereof (the "Mortgage") made by the Partnership in favor of the Borrower against certain real property situated in Chicago, Cook County, Illinois and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").
- B. An Assignment of Rents and Leases dated as of the date hereof made by the Partnership in favor of the Borrower (the "Assignment of Rents");
- C. An Assignment of Contracts and Documents dated as of the date hereof made by Partnership in favor of the Borrower (the "Assignment of Contracts");
- D. A UCC-1 Financing Statement made by the Partnership in favor of Borrower as secured part and assigned to the City thereon (the "UCC-1"); and

**WHEREAS**, the Mortgage and the Assignment of Rents were recorded in the Office of the Recorder of Deeds of Cook County on the date hereof; and

**NOW, THEREFORE**, for good and valuable consideration the sufficiency of which is hereby acknowledged, Borrower hereby agrees as follows:

1. The Borrower hereby grants, transfers and assigns to the City all of the right, title and interest of the Borrower in and to the Borrower Note together with all sums of money due and payable thereunder, and hereby grants, transfers and assigns to the City all of the right, title and interest of the Borrower in and to the Mortgage, the Assignment of Rents, the Assignment of Contracts, and the UCC-1 (collectively, the Borrower Note, the Mortgage, the Assignment of Rents, the Assignment of Contracts and the UCC-1 are hereinafter referred to as the "Documents").
2. This Assignment shall be non-recourse and in the event of default hereunder or under the Documents, the City's sole source of satisfaction of repayment of the

amounts due to City hereunder or under any of the Documents shall be limited to City's rights with respect to the collateral pledged and assigned hereunder.

3. The Borrower covenants and represents that (i) the Borrower has full right and title to assign all of the Documents; (ii) no other assignment for any interest therein has been made; (iii) the Borrower will comply with all of the material terms of all of the Documents; (iv) the Borrower will promptly give the City a copy of any notice sent by the Borrower concerning any default by the Partnership under any of the Documents.
4. The full performance of all obligations of the Borrower under the City Note and under all documents executed by the Borrower in favor of the City in connection with the Loan, including, but not limited to that certain Housing Loan Agreement by and among the Borrower, the Partnership and the City dated as of the date hereof (the "Loan Agreement"), shall render this Assignment void and upon written request of the Borrower, the City shall execute and deliver to the Borrower a recordable release of this Assignment.
5. The Borrower hereby expressly agrees not to execute any release of the Mortgage or the other Documents, or any portion thereof, without the prior written consent of the City. Any attempt by the Borrower to execute such a release without the prior written consent of the City shall be deemed null and void and of no effect whatsoever.
6. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Property.
7. This Assignment shall be governed as to performance and interpretation in accordance with the internal laws of the State of Illinois without regard to its conflict of laws principles.
8. If any provision of this Assignment, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Assignment shall be construed as if such invalid part were never included herein and this Assignment shall be and remain valid and enforceable to the fullest extent permitted by law.
9. All capitalized terms used by not otherwise defined herein shall have the same meanings as set forth in the Loan Agreement.


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IN WITNESS WHEREOF, the Borrower has hereunto set its hand and seal as of the date and year first above written.

**GREATER SOUTHWEST DEVELOPMENT CORPORATION,**  
an Illinois not-for-profit corporation

By: 

Its: Executive Director

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STATE OF ILLINOIS        )  
                                      ) SS.  
COUNTY OF COOK        )

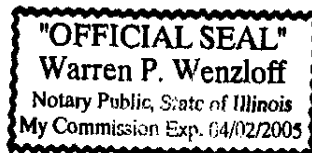
I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that James Capraro, personally known to me to be the Exec. Director of Greater Southwest Development Corporation, an Illinois not-for-profit corporation (the "Borrower"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Executive Director (s)he signed and delivered the said instrument and caused the corporate seal of the Borrower to be affixed thereto, pursuant to authority given by the Board of Directors of the Borrower as his/her free and voluntary act, and as the free and voluntary act and deed of the Borrower for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 26<sup>th</sup> day of  
March, 2003

  
\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:  
\_\_\_\_\_



Notary of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description of Premises:

LOTS 16 THROUGH 25 IN BLOCK 16 IN COBE AND MCKINNON'S 63<sup>RD</sup> STREET AND CALIFORNIA AVENUE SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (ALONG WITH PORTION OF VACATED TALMAN AVENUE, ADJACENT TO AFORESAID LAND, AS DESCRIBED IN ORDINANCE RECORDED AUGUST 13, 2002 AS DOCUMENT NUMBER 0020886357).

Address Commonly Known as: 2600-2624 West 63<sup>rd</sup> Street  
Chicago, Illinois 60629

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