THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING RETURN

TO:

Illinois Housing Development

Authority

401 N. Michigan Ave., Se 200

Chicago, Illinois 60611 Attention: Thomas A. G

Permanent Index Tax **Identification Number:**

Chicago, Illinois 60601

Property Address:



GNMENT AND ASSUMPTION OF MORTGAGE, NOTES AND OTHER DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF MORTGAGE, NOTES AND OTHER DOCUMENTS (this "Assignment") is made and entered into as of the 16 to a year of June, 2004, by and among LASALLE BANK, NATIONAL ASSOCIATION, as successor trustee (the "Trustee") to LaSalle National Trust, N.A. as successor trustee to LaSalle National Bank, not personally but as Trustee under a Trust Agreement dated September 24,1979 and known as Trust No. 101783 (the "Trust"), having its principal office at 135 S. LaSalle St., Chicago, Illinois; PARKWAYS ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership and the sole beneficiary of the Trust (the "Partnership"), having its principal office c/o Apartment Investment and Management Company, Stanford Place 3, 4532 South Ulster Street Parkway, Suite 1100, Denver, Colorado 80237; PARKWAYS PRESEPVATION, L.P., a Delaware limited partnership (the "Buyer"), having its principal office of Apartment Investment and Management Company, Stanford Place 3, 4582 South Ulster Street Parkway, Suite 1100, Denver, Colorado 80237; and ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate created by and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended from time to time (the "Authority"); the Trustee and the Partnership are collectively referred to in this Assignment as the "Seller".

RECITALS

- The Seller is the sole owner of a multi-family housing development known as The A. Parkways, located on the real estate legally described in Exhibit A attached to and made a part of this Assignment (the "Real Estate"). The Trustee holds fee title to the Development. The Real Estate and the improvements constructed on it are collectively referred to in this Assignment as the "Development".
- The Authority has previously made two mortgage loans to the Seller in the original В. aggregate principal amounts of Twenty-Eight Million One Hundred Seventy-Six Thousand Four Hundred Forty-Six and 18/100 Dollars (\$28,176,446.18) for the



Doc#: 0417339051

Eugene "Gene" Moore Fee: \$60.00 Cook County Recorder of Deeds Date: 06/21/2004 01:49 PM Pg: 1 of 19

acquisition, construction and permanent financing of the Development. The Loan is evidenced by two notes dated May 1, 1994 (the "Notes"), made by the Trustee in favor of the Authority; secured by a mortgage dated May 1, 1994, given by Trustee in favor of the Authority, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") as Document No. 94478796 on May 27, 1994; and governed by that certain Regulatory Agreement and Declaration of Restrictive Covenants among the Trustee, the Partnership and the Authority dated May 1, 1994, and recorded in the Recorder's Office as Document No. 94478795 on May 27, 1994 (the "Regulatory Agreement").

- C. The Seller desires to sell, assign, transfer and convey to the Buyer all of the Seller's right, title and interest in the Development (the "Transfer") and be released from its obligations under the Notes, the Mortgage, the Regulatory Agreement and all security agreements and any other documents evidencing, securing or governing the indebtedness evidenced by the Notes and secured by the Mortgage (the "Indebtedness") or ancillary to the Loan transaction (the "Cther Documents").
- D. The Buyer desires to (i) purchase from the Seller all of the Seller's right, title and interest in the Development, (ii) assume the Notes and the Mortgage and pay the Indebtedness and (iii) perform all of the obligations under the Notes and Mortgage; Seller represents and Buyer agrees that as of the date of this Assignment, the Indebtedness is Twenty Three Million Two Hundred Ninety Four Thousand One Hundred Fifty Six and 82/100 Dollars (\$23,294,156.82).
- E. It is a condition of the Authority's approval of the Transfer, among other things, that the Seller assign, and that the Buyer assume the Seller's obligations under the Notes, the Mortgage and the Other Documents.

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. Recitals. The foregoing recitals are made a part of this Assignment.
- 2. Assignment of Notes, Mortgage and Other Documents. The Trustee assigns and transfers to the Buyer and its successors and assigns, all of its rights, duties, obligations and interest under the Notes and the Partnership assigns and transfers to the Buyer and its successors and assigns, all of its rights, duties, obligations and interest under the Notes, the Mortgage and the Other documents.
- Assumption. The Buyer, for itself, its successors and assigns accepts the assignment of the Notes, the Mortgage and the Other Documents and agrees to (i) pay the Indebtedness in installments on the due dates as provided in the Notes and (ii) be bound by and perform all of the obligations of the Seller under the Notes, the Mortgage and the Other Documents as though the Notes, the Mortgage and the Other Documents had been originally made, executed and delivered by the Buyer; however the Buyer shall not be

obligated to make any monthly payments that were due prior to the date of this Assignment.

- Mortgage and the Other Documents; the Authority will look only to the Development for the payment of the Indebtedness. Notwithstanding anything to the contrary contained in this Assignment, however, the Buyer, as owner of the Development, does assume personal liability for:
 - (i) funds or property of the Development coming into its hands that, by the Regulatory Agreement, it is not entitled to retain;
 - (ii) it fown acts and deeds, or acts and deeds of others acting by, through or under it, in violation of the Regulatory Agreement;
 - all reasonable legal expenses and attorneys' fees incurred by the Authority that are reasonably connected with or incidental to litigation if the Authority institutes litigation against the Buyer with respect to any violation of the Regulatory Agreement and prevails against the Buyer in any part. For purposes of this provision, legal expenses and attorneys' fees include, among other things: (1) all fees paid to experts, including, but not limited to, accountants, retained to determine or secure Buyer's compliance with the Regulatory Agreement, whether or not such experts testify as witnesses; (2) all fees paid to witnesses; (3) all fees paid for the services of support personnel, including, but not limited to, court reporters and paralegal; (4) all reasonable travel and subsistence expenses incurred by attorneys, experts, witnesses, support personnel and paralegals; (5) filing, service and other ordinary expenses of litigation; and (6) reproduction costs; and
 - (iv) the expense of curing any qualification, exception or disclaimer of opinion of a certified pubic accountant performing an audit regarding the Development when such qualification, exception or disclaimer results from a violation of the Regulatory Agreement by the Buyer, or others acting by, through or under it.
 - Approval of Transfer. The Authority approves the Transfer. Nothing in this Assignment shall act as a release or waiver of any claim that may arise in connection with the Seller's failure to have faithfully discharged all of its duties and obligations under the Notes, the Mortgage and the Other Documents prior to the date of this Assignment.
 - 6. Full Force and Effect. All of the terms and conditions of the Notes, the Mortgage and the Other Documents shall remain in full force and effect as to the Buyer. The Development shall remain subject to the lien of the Mortgage and nothing in, or done pursuant to, this Assignment shall affect or be construed to affect the lien, charge, or encumbrance of the Mortgage or its priority.

- Amendment of Assignment. This Assignment shall not be altered or amended without 7. the prior written approval of all of the parties to it.
- Partial Invalidity. If a court of competent jurisdiction determines that any term, 8. covenant, condition or provision of this Assignment, or its application to any circumstance, at any time or to any extent, is invalid or unenforceable, the remainder of this Assignment, or the application of it to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such determination and each term, covenant, condition and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.
- Successers. Subject to the provisions of Paragraph 7 hereof, this Assignment shall bind, 9. and the benefits shall inure to, the parties to this Assignment, their legal representatives, successors in office or interest and assigns; however, the Buyer may not assign this Assignment, or any of its obligations under this Assignment, without the prior written approval of the Authority.
- The captuors used in this Assignment are used only as a matter of 10. convenience and for reference and in no way define, limit or describe its scope or intent.
- Notices. Any notice, demand, request or other communication that any party may desire 11. or may be required to give to any other party under this Assignment shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal d on service; (b) overnight courier; or (c) registe ed or certified United States mail, postage prepaid, return receipt requested.

If to Seller:

Parkways Associates Limited Partnership c/o Apartment Investment and Management Company Stanford Place 3 4582 South Ulster Street Parkway, Suite 1100 Denver, Colorado 80237

If to the Buyer:

Parkways Preservation, L.P. c/o Apartment Investment and Management Company Stanford Place 3 4582 South Ulster Street Parkway, Suite 1100 Denver, Colorado 80237

If to Authority:

Illinois Housing Development Authority 401 N. Michigan Avenue, Suite 900 Chicago, Illinois 60611 Attention: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as provided in this Assignment. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

- 12. <u>Counterparts</u>. This Assignment may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Assignment must be produced or exhibited, be the Assignment, but all such counterparts shall constitute one and the same instrument.
- Association, not personally, but as Trustee as aforesaid in the exercise and authority conferred upon and vested in it as such frustee. It is expressly understood and agreed that nothing contained in this Assignment shall be construed as creating any monetary liability on the Trustee personally to pay any indebtedness accruing under this Assignment, or any personal monetary liability on the Trustee with respect to any warranty or covenant, either express or implied, in this Assignment. All such personal monetary liability, if any, is expressly waived by the parties to this Assignment and by every person or entity now or hereafter claiming any right or security under it.

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

TRUSTEE:

LASALLE BANK, NATIONAL ASSOCIATION, not personally but as Trustee, as aforesaid

[SIGNATUKES CONTINUED ON NEXT PAGE]

> This instrument is executed by LASALLE BANK National Association, not personally but solely as T ust've as atoresaid, in the exercise of the power and authority conferred upon an avested in it as such Trustee. All the terms provisions, stipulation. 100 a.c.c. are undertaken by it solery as Trustee. as aforesaid, and not individually and all state) tents herein made are made. conformation and belief and are to be construde accordingly, and no personal liability shall be asserted or be enforced a Pacinst LASALLE BANK National Association by reason of any of the (e.ns. provisions, Clert's Office stipulations covenants and/or statements contained in this instrument

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

PARTNERSHIP:

PARKWAYS ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership

The National Housing Partnership, its Managing

General Partner

By: National Corporation for Housing

Partnerships, its General Partner

Executive Vice President

Proposition of Continue and Con ON I. [SIGNATURES CONTINUED ON NEXT PAGE]

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

BUYER:

PARKWAYS PRESERVATION, L.P., a Delaware limited partnership

Solo of Cook AIMCO PARKWAYS GP, LLC, a Delaware limited liability company, its general partner

AIMCO EQUITY SERVICES, INC., a By: Virginia corporation, its manager

By:

Executive Vice President

JED O. [SIGNATURES CONTINUED ON NEXT PAGE]

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

CONSENTED TO:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY Printed Name: Kelly King Dibble Putive Dir.

Cook Country Clerk's Office Fxecutive Directo

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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, certify that LISA IVILIBUM, as the LASALLE BANK, NATIONAL ASSOCIATION, 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 he signed and dan rered the said instrument as his capacity as LASALLE BANK, NATIONAL ASSOCIATION, as his free and voluntary act and deed and as the free and voluntary act and deed of LASALLE BANK, NATIONAL ASSOCIATION, for the uses and purposes therein set forth.

Given under my hard and official seal this ______ day of June, 2004.

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STATE OF _	GEORGIA)	
COUNTY OI	FULTON)	SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Lance J. Graber, Executive Vice President of NATIONAL CORPORATION FOR HOUSING PARTNERSHIPS, 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 he signed and delivered the said instrument as his capacity as Executive Vice President of NATIONAL CORPORATION FOR HOUSING PARTNERSHIPS, as his free and voluntary act and deed and as the free and voluntary act and deed of NATIONAL CORPORATION FOR HOUSING PARTNERSHIPS, as the general partner of THE NATIONAL HOUSING PARTNERSHIP, as managing general partner of PARKWAYS ASSOCIATES LIMITED PARTNERSHIP for the uses and purposes therein set forth.

Given under my hand and official seal this day of June, 2004.

| June |

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STATE OF GEORGIA) SS COUNTY OF FULTON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Lance J. Graber, the Executive Vice President of AIMCO EQUITY SERVICES, INC., personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as Executive Vice President of AIMCO EQUITY SERVICES, INC., as his free and voluntary act and deed and as the free and voluntary act and deed of AIMCO PARKWAYS GP, LLC., as general partner of PARKWAYS PRESERVATION, L.P., for the uses and purposes therein set forth.

Given under my hand and official seal this What are a seal this what are

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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, certify that the Executive Director of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed and delivered the said instrument as her capacity as ecutive Director of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY as his free and voluntary act and deed of ILLINOIS HOUSING DEVELOPMENT AUTHORITY, for the uses and purposes therein set forth.

Given under my hand and official seal this day of June, 2004.

Notary Public

County Clark's Office

OFFICIAL SEAL CAROLYN L LEWIS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 09-16-06

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lots 6 to 9, inclusive and the West 1/2 of Lot 5 in Block 3 of South Jackson Park Subdivision of the Northwest 1/4 if the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 8 and 9 and the West 18.00 feet of Lot 7 in Block 2 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Lots 4, 5, 6 and the West 12.00 feet of Lot 3 and the East 12.00 feet of Lot 7 in Block 2 in South Jackson Park Subdivision of the Northwest 1 4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

Lots 6 to 9, inclusive and the West 1/2 of Lot 5 in Block 1 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 5:

Lots 1 to 4, inclusive and the East 1/2 of Lot 5 in Block 1 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 6:

Lot 27 to 30, inclusive in Block 3 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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PARCEL 7:

Lots 25 and 26 in Block 3 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 8:

Lots 23 and 24 in Block 2 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 9:

Lots 25 and 26 in Block 2 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24 Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Histois.

PARCEL 10:

Lots 23 and 24 in Block 1 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 11:

Lots 1 and 2 in Block 5 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 12:

Lots 39 and 40 in Block 6 of South Jackson Park Subdivision of the Northwest 1/2 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 13:

Lots 1 and 2 in Block 6 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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PARCEL 14:

Lots 37 to 40, inclusive in Block 8 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 15:

Lots 21, 22 and 23 in Block 6 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 16:

Lots 29 and 30 in Block 2 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24 Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, lineois.

PARCEL 17:

Lots 14, 15, 16 and the North 3.00 feet of Lot 17 in Block 2 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, I. Lois.

PARCEL 18:

Lots 19 and 20 in Block 6 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 19:

Lots 1, 2, 3 and 4 and the East 1/2 of Lot 5 in Block 3 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 20:

Lots 36 and 37 in Block 3 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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PARCEL 21:

Lot 38 in Block 7 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 22:

Lots 33 and 34 in Block 7 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 23:

Lots 35 and 36 in Block 7 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24 Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Ilirois.

PARCEL 24:

Lots 37 in Block 7 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, Fast of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 25:

Lots 24 and 25 in Block 6 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 26:

Lots 38 in Block 3 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 27:

Lot 17 and 18 in Block 6 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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PARCEL 28:

Lots 31 and 32 in Block 7 of South Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 29:

Lots 2, 3 and 4 in Block 3 in Dickey and Baker's Subdivision of Lot 1 of the Southwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 30:

Lot 30 in Block 7 of Scuth Jackson Park Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 31:

Lot 31 and the South 20.00 feet of Lot 32 in Block 2 of South Jackson Park Subdivision of the Northwest 1/4 of Section 24, Township 38 North. Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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PINS:

20-24-301-001, 20-24-302-001, 20-24-302-002, 20-24-303-001, 20-24-303-002, 20-24-301-017, 20-24-301-018, 20-24-302-012, 20-24-302-020, 20-24-303-012, 20-24-308-010, 20-24-309-001, 20-24-309-013, 20-24-311-001, 20-24-309-012, 20-24-302-018, 20-24-302-006, 20-24-309-024, 20-24-301-002, 20-24-301-014, 20-24-310-002, 20-24-310-005, 20-24-310-004, 20-24-310-003, 20-24-309-011, 20-24-301-013, 20-24-309-023, 20-24-310-006, 20-24-316-016, 20-24-310-007 and 20-24-302-017

Property Address commonly known as: 6718 S. East End, Chicago, Illinois 60649

