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Doc#: 0819918077 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/17/2008 12:14 PM Pg: 1 of 8

Prepared By and after
recording return to:
Thomas Graham, Esq.
Illinois Housing
Development Authority
401 North Michigan Avenue
Suite 700
Chicago, Illinois 60611

ASSIGNMENT OF MORTGAGES AND OTHER LOAN DOCUMENTS

FOR VALUE RECEIVED, the undersigned, the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended and supplemented, ("Assignor"), DOES HEREBY ASSIGN, SET OVER, TRANSFER AND CONVEY, without recourse, TO 2358 E. 70TH PLACE APARTMENTS, LLC, an Illinois limited liability company, ("Assignee"), whose address is 25 E. Superior, Unit 1406, Chicago, Illinois all of Assignor's right, title and interest in, to and under the following instruments:

1. Junior Mortgage (the "1991 Mortgage") dated the 19th day of September, 1991 made by LPSS Limited Partnership, in favor of Assignor, and recorded with the Recorder of Deeds of Cook County, Illinois ("Recorder") on September 20, 1991 91-490509 encumbering the Property described on the legal description attached hereto as Exhibit A
2. Any and all other documents and instruments securing that certain Mortgage Note dated as of the 19th day of September, 1991 in the original principal amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (as modified by that Loan Modification Agreement dated as of September 21, 2001) made by the Debtor to the order of Assignor, except that certain Regulatory and Land Use Restriction Agreement dated as of the 19th day of September, 1991 and recorded with the Recorder as document number 91-490508.
3. The loan policy of title insurance issued by Title Services, Inc. as agent for Commonwealth Land Title Insurance Company for the benefit of Assignor, Policy No. 411-860392, dated September 20, 1991.

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4. Fourth Mortgage (the "1992 Mortgage") dated as of the 16th day of October, 1992 made by the Debtor in favor of Assignor, and recorded with the Recorder on October 16, 1992 as Document Number 92-773222, encumbering the Property.
5. Any and all other documents and instruments securing that certain Mortgage Note dated as of the 16th day of October, 1992 in the original principal amount of Sixty Thousand and No/100 Dollars (\$60,000.00) (as modified by that Loan Modification Agreement dated as of September 21, 2001) made by the Debtor to the order of Assignor, except that certain Amendment to Regulatory and Land Use Restriction Agreement dated as of the 16th day of October, 1992 and recorded with the Recorder as Document Number 92-773221.
6. The Mortgage, Security Agreement and Assignment of Rents and Leases (the "2002 Mortgage") dated as of the 31st day of January, 2002 made by Debtor in favor of Assignor and recorded with the Recorder on February 1, 2002 as Document Number 0020133532.
7. Any and all other documents and instruments securing that certain Mortgage Note dated as of the 31st day of January, 2002 in the original principal amount of Three Hundred Eighty-One Thousand Eight Hundred Thirty-Nine and No/100 Dollars (\$381,839.00) made by the Debtor to the order of Assignor, except that certain Regulatory and Land Use Restriction Agreement dated as of the 31st day of January and recorded with the Recorder as Document Number 0020133531.
8. The loan policy of title insurance issued by Title Services, Inc. as agent for Commonwealth Land Title Insurance Company for the benefit of Assignor, Policy No. G32-831423, dated February 1, 2002.

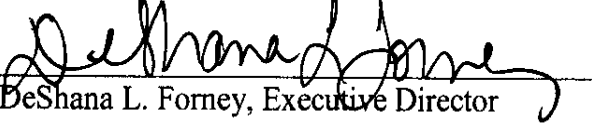
Any and all of the terms and provisions made by Assignor to Assignee in the Loan Sale Agreement, are incorporated by reference with the same full force and effect as if set forth herein. Any and all capitalized terms contained herein shall have the same meaning as those contained in that certain Loan Sale Agreement by and between Assignor and Assignee.

SIGNATURES APPEAR ON THE FOLLOWING PAGE[S]

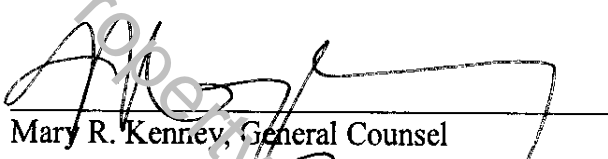
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IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the 11th day of July, 2008.

Assignor:
ILLINOIS HOUSING DEVELOPMENT AUTHORITY

JH
By: 
DeShana L. Forney, Executive Director

Approved as to form:

By: 
Mary R. Kenney, General Counsel

By: 
Robert W. Kugel, Chief Financial Officer

ACCEPTED:

2358 E. 70th Place Apartments, LLC,
An Illinois limited liability company

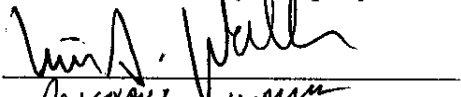
By: 
Name: Michael E. Mann
Its: Sole Member

EXHIBIT
A LEGAL DESCRIPTION

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 13 AND 14 IN BLOCK 3 IN RESUBDIVISION OF BLOCKS 10 AND 11 AND PART OF BLOCK 12 IN SOUTH SHORE DIVISION NUMBER 5, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2358-60 E, 70TH PLACE, CHICAGO, ILLINOIS

PERMANENT REAL ESTATE INDEX NUMBER: 20-24-427-006 VOL 261

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that DeShana L. Forney, who is the Executive Director of the Illinois Housing Development Authority, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purposes and consideration therein expressed, as the act and deed of the Illinois Housing Development Authority, and in the capacity therein stated.

GIVEN under my hand this 11th day of July, 2008


Notary Public

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Mary R. Kenney, who is the General Counsel of the Illinois Housing Development Authority, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purposes and consideration therein expressed, as the act and deed of the Illinois Housing Development Authority, and in the capacity therein stated.

GIVEN under my hand this 11th day of July, 2008

Janika King
Notary Public

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Robert W. Kugel, who is the Chief Financial Officer of the Illinois Housing Development Authority, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of the Illinois Housing Development Authority, and in the capacity therein stated.

GIVEN under my hand this 11th day of July, 2008

Janika King
Notary Public

Property of Cook County Clerk's Office

