



Doc#: 1125510018 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
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Prepared by:

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**ASSIGNMENT, ASSUMPTION AND AMENDMENT OF DOCUMENTS**

**THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF DOCUMENTS** (this "Assignment") is made as of September 8, 2011 by and between Mercy Portfolio Services, a Colorado non-profit corporation ("MPS"), MPS Community I, LLC, an Illinois limited liability company (the "Assignor"), 5655 Indiana LLC, an Illinois limited liability company ("5655 Indiana" or the "Assignee"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government (the "City") (collectively, the "Parties").

It is expressly anticipated by the Parties hereto that the Assignor will convey the Property (as hereinafter defined) and assign the indebtedness evidenced by the Note (as hereinafter defined) to the Assignee, and that thereafter the Assignee will be bound by all the obligations of the Assignor under the documents described in this Assignment.

**RECITALS**

**WHEREAS**, the City has received certain funds in the approximate amount of \$55,238,017 and \$98,008,384 (collectively, the "Program Funds") from the United States Department of Housing and Urban Development ("HUD") pursuant to the provisions of

Box 334

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the Housing and Economic Recovery Act of 2008, Public Law 110-289 – July 30, 2008, Title III – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes, Section 2301 *et seq.*, as amended by the American Recovery and Reinvestment Act of 2009, as the same may be hereafter amended, restated or supplemented from time to time (collectively, the “Act”) and the Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Developers under the Housing and Economic Recovery Act, 2008 issued by HUD and found at the Federal Register/Vol. 73, No. 194/Monday, October 6, 2008/Notices, as the same may be hereafter amended, restated or supplemented from time to time the Notice of Fund Availability for the Neighborhood Stabilization Program<sup>2</sup> (“NOFA”) under the Recovery Act (Docket No. FR-5321-N-01, May 4, 2009), the Notice of Fund Availability for Fiscal year 2009 NSP<sup>2</sup> Program under the Recovery Act, Correction (Docket No. FR-5321-C-02, June 11, 2009; Docket No. FR-5321-C-03, November 9, 2009, Docket No. FR-5321-C-04, and Docket No. FR-5321-N-04); and the HUD regulations at 24 CFR Part 570 (as modified by the NOFA as now in effect and as may be amended from time to time) (collectively, the “Regulations”); and

**WHEREAS**, the City has submitted to HUD, and HUD has approved, the City’s Substantial Amendment application to HUD and an NSP<sup>2</sup> application to HUD governing the City’s use of the Program Funds in a neighborhood stabilization program (the “Program”) in accordance with the Act and the Regulations to address the critical impact of increasing numbers of foreclosed properties within the City of Chicago. Pursuant to such approval, the City and HUD have entered into that certain Grant Agreement dated effective as of March 27, 2009 and that certain Funding Approval and Grant Agreement signed on February 11, 2010 (collectively, the “HUD Grant Agreement”). The Act, the Regulations, and the HUD Grant Agreement are collectively referred to herein as the “NSP Legal Requirements;” and

**WHEREAS**, the City and MPS have entered into that certain Agreement Between The City of Chicago and Mercy Portfolio Services For Neighborhood Stabilization Program dated June 30, 2009 and that certain Agreement Between The City of Chicago and Mercy Portfolio Services For Neighborhood Stabilization Program 2 dated as of July 1, 2010 (collectively, the “Subgrant Agreement”), pursuant to which the City has agreed to make the Program Funds available to MPS for Eligible Activities (as defined therein), subject to the terms and conditions of such Subgrant Agreement; and

**WHEREAS**, Assignor is the Developer under that certain Redevelopment Agreement by and among Assignor, MPS and the City, dated as of September 8, 2011 as the same may be amended, supplemented and restated from time to time (“the “Redevelopment Agreement”); and

**WHEREAS**, pursuant to the Redevelopment Agreement, MPS agreed to provide Program Funds in the form of a loan in the principal amount of \$1,680,429 (the “Loan”) to the Assignor to be used in connection with the acquisition, rehabilitation and/or construction of the Property legally described on Exhibit A attached hereto, which is improved with the improvements described thereon (the “Property”); and

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**WHEREAS**, to evidence the Loan the Assignor executed and delivered a promissory note in the principal amount of the Loan, dated as of September 8, 2011 and made payable to MPS. Such note, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, shall be called the "Note;" and

**WHEREAS**, to secure its obligations under the Note and the Redevelopment Agreement, Assignor granted to MPS that certain Mortgage, Security Agreement and Financing Statement, dated as of September 8, 2011, as the same may be amended, supplemented and restated from time to time (the "Mortgage"); and

**WHEREAS**, as additional security of its obligations under the Note and the Redevelopment Agreement, the Assignor executed and delivered to MPS that certain Assignment of Rents and Leases, dated as of September 8, 2011, as the same may be amended, supplemented and restated from time to time (the "Assignment of Rents"); and

**WHEREAS**, pursuant to that certain Assignment of Mortgage and Documents (the "Assignment of Mortgage"), dated as of September 8, 2011, MPS assigned to the City all of the right, title and interest of MPS in and to the Note, together with all indebtedness evidenced thereunder, and further granted, transferred and assigned to the City all of the right, title and interest of MPS in and to the Redevelopment Agreement, the Mortgage, and the Assignment of Rents; and

**WHEREAS**, the City is the present, sole legal and equitable owner and holder of the Note; and

**WHEREAS**, the Assignor, MPS and the City have entered into that certain Regulatory Agreement in connection with the operation of the Property, dated as of September 8, 2011 as the same may be amended, supplemented and restated from time to time (the "Regulatory Agreement"); and

**WHEREAS**, the Regulatory Agreement was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on September 9<sup>th</sup>, 2011 as Document No. 1125210044; the Redevelopment Agreement was recorded in the Recorder's Office on September 9<sup>th</sup>, 2011 as Document No. 1125210043; the Mortgage was recorded in the Recorder's Office on September 9<sup>th</sup>, 2011 as Document No. 1125210045; the Assignment of Rents was recorded in the Recorder's Office on September 9<sup>th</sup>, 2011 as Document No. 1125210046; the Assignment of Mortgage was recorded in the Recorder's Office on September 9<sup>th</sup>, 2011 as Document No. 1125210047; and

**WHEREAS**, pursuant to the Redevelopment Agreement, the Assignor has acquired the Property; and

**WHEREAS**, the Redevelopment Agreement contemplates that upon acquisition of the Property by the Assignor, the Assignor and the City shall identify a Participating Entity (as defined therein) which shall rehabilitate the Property and, upon such identification, the Assignor shall convey the Property to such Participating Entity, which

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shall thereafter complete the rehabilitation work specified in the Redevelopment Agreement and in the Exhibits attached thereto; and

**WHEREAS**, the Redevelopment Agreement further contemplates that concurrently with the conveyance of the Property to such Participating Entity, the Assignor shall assign the indebtedness evidenced by the Note to such Participating Entity, and thereafter such Participating Entity shall be bound by all of Assignor's obligations thereunder; and

**WHEREAS**, Assignor and the City have identified Assignee as such Participating Entity; and

**WHEREAS**, pursuant to the Redevelopment Agreement, such Participating Entity shall enter into a loan agreement with a private lender acceptable to Assignor, MPS and the City, for financing up to an amount necessary to complete the rehabilitation of the Property; and

**WHEREAS**, the Redevelopment Agreement further contemplates that prior to the transfer of the Property to such Participating Entity, such Participating Entity shall enter into a loan commitment for permanent financing with a private lender acceptable to Assignor, MPS and the City to finance the Property upon completion of rehabilitation of such property; and

**WHEREAS**, however, notwithstanding these requirements, Assignee has not yet arranged rehabilitation and permanent financing for the Property; and

**WHEREAS**, Assignor now desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights and obligations under the Redevelopment Agreement, the Regulatory Agreement, the Note, the Mortgage, and the Assignment of Rents, subject to the terms and conditions of this Assignment; and

**WHEREAS**, the Parties now desire to execute this Assignment to effect such assignment and assumption and to amend the Redevelopment Agreement, the Regulatory Agreement, the Note, the Mortgage, the Assignment of Mortgage and the Assignment of Rents as set forth herein.

**NOW THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Assignor hereby grants, transfers and assigns to the Assignee all of the obligations under and rights, title, and interest of the Assignor in and to the Note, together with all sums of money due and payable thereunder, and hereby further grants, transfers and assigns to the Assignee all of the obligations under and rights, title, and interest of the Assignor in and to the Redevelopment Agreement, the Regulatory Agreement, the Mortgage and the Assignment of Rents (collectively the Note, the Redevelopment Agreement, the Regulatory Agreement, the Mortgage, and the Assignment of Rents are

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hereinafter referred to as the “Documents”), subject to the Conditions Precedent set forth in Section 5 of this Assignment.

2. In conjunction with the assignment of the Redevelopment Agreement, the Assignor hereby assigns to the Assignee all of the Assignor’s right, title and interest in the Assignor’s title to the Property which the Assignor is conveying to the Assignee by its special warranty deed concurrently with the execution and recording of this Assignment.

3. The Assignee hereby accepts such assignment and agrees to fully assume all of the obligations of the Assignor under the Documents, subject to the Conditions Precedent set forth in Section 5 of this Assignment.

4. The Assignor hereby covenants and represents that (i) the Assignor has full right and title to assign all of the Documents to the Assignee; and (ii) no other assignment of any interest therein has been made.

5. This Assignment is subject to the following conditions precedent (the “Conditions Precedent”), which shall be satisfied on or before November 30, 2011 (the “Effective Date”): The Assignee shall (a) enter into a loan agreement with a private lender acceptable to Assignor, MPS and the City, for financing up to an amount necessary to complete the rehabilitation of the Property and (b) enter into a loan commitment for permanent financing with a private lender acceptable to Assignor, MPS and the City to refinance the Property upon completion of rehabilitation of such property. If the Conditions Precedent are not satisfied by the Effective Date, this Assignment shall be null and void, subject to any extension of the Effective Date as approved by the City within its discretion.

6. Section 23 of the Redevelopment Agreement is hereby amended by removing each reference to “MPS LLC.” Section 23 of the Redevelopment Agreement is hereby further amended by adding the following: “If to the Developer: 5655 Indiana, LLC; 441 Dixie Highway, Apt A10, Chicago Heights, Illinois 60411; Attention: Boyd and Michele Jarrell, with a copy to Perkins Coie, 131 S Dearborn, Suite 1700 Chicago, Illinois 60603; Attention: Joseph McCoy.”

7. Exhibit B to the Regulatory Agreement is hereby amended as follows: Paragraph 7 in Section II is hereby amended by deleting each reference to Borrower’s address and replacing each reference with the following: “5655 Indiana, LLC; 441 Dixie Highway, Apt A10, Chicago Heights, Illinois 60411; Attention: Boyd and Michele Jarrell.”

8. Exhibit E to the Regulatory Agreement is hereby amended by deleting each reference to “MPS Community I, LLC” and replacing each reference with 5655 Indiana, LLC.

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9. The Assignee shall apply for and use its best efforts to secure any necessary financing required to carry out its obligations under the Redevelopment Agreement and this Assignment.

10. 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.

11. This Assignment shall be governed as to performance and interpretation in accordance with the internal laws of the State of Illinois.

12. 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.

13. All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Redevelopment Agreement.

14. This document may be executed in counterparts, which, when taken together, shall constitute one original document.

(SIGNATURE PAGE FOLLOWS)

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IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption and Amendment of Documents as of the day and year first above stated.

**Mercy Portfolio Services**, a Colorado non-profit corporation

By: 

Name: William W. Towns

Title: Vice President

**MPS Community I, LLC**, an Illinois limited liability company

By: Mercy Portfolio Services, a Colorado non-profit corporation and its sole member

By: 

Name: William W. Towns

Title: Vice President

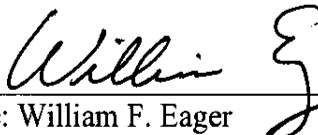
**5655 Indiana LLC**, an Illinois limited liability company

By: Michele Jarrell

Name: Michele Jarrell

Title: SVP

**CITY OF CHICAGO**, an Illinois municipal corporation, acting by and through its Department of Housing and Economic Development

By: 

Name: William F. Eager

Title: Acting Managing Deputy Commissioner-Housing

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STATE OF ILLINOIS )

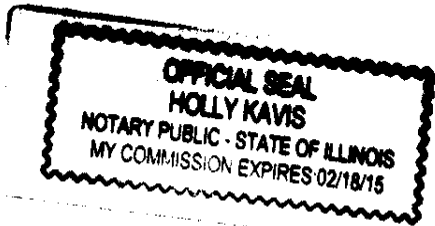
) SS.

COUNTY OF COOK )

I, Holly Kavis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William W. Towns, personally known to me to be the Vice President of Mercy Portfolio Services, a Colorado non-profit corporation, 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, being first duly sworn by me, acknowledged that he/she signed and delivered the foregoing instrument pursuant to authority given by said company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 8<sup>th</sup> day of September, 2011.

Holly Kavis  
NOTARY PUBLIC





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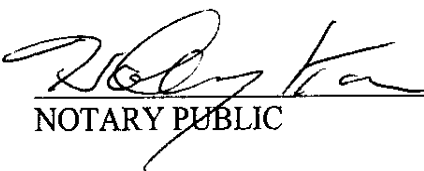
STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

I, Holly Kavis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William W. Towns, personally known to me to be the Vice President of Mercy Portfolio Services, a Colorado non-profit corporation and the sole member of MPS Community I, LLC, an Illinois limited liability company, 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, being first duly sworn by me, acknowledged that he/she signed and delivered the foregoing instrument pursuant to authority given by said company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 8<sup>th</sup> day of September, 2011.

  
\_\_\_\_\_  
NOTARY PUBLIC



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STATE OF ILLINOIS )

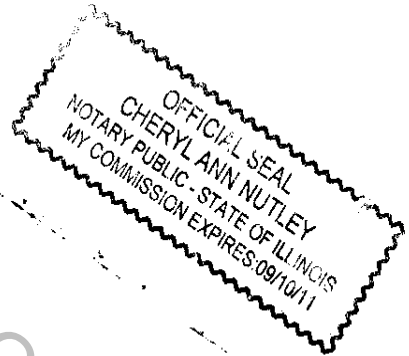
) SS.

COUNTY OF COOK )

I, *Cheryl Ann Nutley*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michele Jarrell, personally known to me to be a member of 5655 Indiana LLC, an Illinois limited liability company, 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, being first duly sworn by me, acknowledged that he/she signed and delivered the foregoing instrument pursuant to authority given by said company, as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this *8* day of ~~September~~, 2011.

*Cheryl Ann Nutley*  
NOTARY PUBLIC



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STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

I, Patricia Sulewski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William F. Eager, personally known to me to be the Acting Managing Deputy Commissioner-Housing of the Department of Housing and Economic Development of the City of Chicago, an Illinois municipal corporation and home rule unit of government, 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, being first duly sworn by me, acknowledged that, as the Acting Managing Deputy Commissioner- Housing, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 6<sup>th</sup> day of September, 2011.

Patricia Sulewski  
NOTARY PUBLIC



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## EXHIBIT A

### NSP PROPERTY INFORMATION

Legal Description of Land: LOT 7, EXCEPT THE NORTH 2-5/6 FEET, AND ALL OF LOTS 8 AND 9 IN FULTON'S SUBDIVISION OF LOTS 4 TO 7 IN OAKFIELD SUBDIVISION OF LOTS 1, 2, 7 AND 8 IN NEWHALL, LARNED AND WOODBRIDGE'S SUBDIVISION IN THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 5655-59 South Indiana Avenue, Chicago, Illinois 60637

PIN: 20-15-110-014-0000

Existing Improvements on the Land: 22-UNIT RESIDENTIAL BUILDING

NSP Acquisition Price: \$827,640

NSP Redevelopment Cost: \$852,739

NSP Loan Amount: \$1,680,429

Permitted Developer's Fee: \$71,723

NSP Total Development Cost: \$1,680,429

Senior Loan: None.

Senior Lender: None.

Senior Loan Documents: None.

Junior Loan: None.

Junior Lender: None.

Junior Loan Documents: None.