



Doc#: 1229733127 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/23/2012 02:22 PM Pg: 1 of 11

(14)

212149

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Mr. Arthur Murphy
Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, IL 60611

MARQUETTE BANK F/K/A
MARQUETTE NATIONAL BANK

**ASSIGNMENT AND ASSUMPTION OF REGULATORY
AND LAND USE RESTRICTION AGREEMENT**

This **ASSIGNMENT AND ASSUMPTION OF REGULATORY AND LAND USE RESTRICTION AGREEMENT** (this "Assignment") is made as of this 24th day of October, 2012, by and among Churchview Limited Partnership, an Illinois limited partnership (the "Transferor"), Marquette National Bank, not personally but solely as trustee under Trust Agreement dated September 12, 1988 known as Trust No. 11969 (the "Trustee"), Churchview Manor Preservation, L.P., an Illinois limited partnership (the "Transferee"), and consented to by the Illinois Housing Development Authority (the "Authority"), a body politic and corporate established by and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended.

RECITALS

A. The Illinois Housing Development Authority ("IHDA") is the program administrator of the Illinois Affordable Housing Program, as that program is authorized by the Illinois Affordable Housing Act, 310 ILCS 25/1 *et seq.*, as amended from time to time (the "Trust Fund Act");

B. The Transferor applied to IHDA for a \$250,000 loan of funds under the Trust Fund Act (the "Loan") and IHDA made the Loan to the Transferor to fund the acquisition, construction and permanent financing of a multifamily housing development known as Churchview Manor (TC-363-90), located on the real estate (the "Real Estate") legally described on **Exhibit A** to this Assignment and made a part of it. The Real Estate and the improvements located on it are collectively referred to in this Assignment as the "Development". In connection with the Loan, the Development is governed by a Regulatory and Land Use Restriction

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[Handwritten initials]

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Agreement between Transferor and IHDA dated May 19, 1994 (the "Regulatory Agreement") and recorded as Document Number 94496323 on June 3, 1994 in the Office of the Recorder of Deeds in Cook County; and ✓

C. The Transferor desires to sell, assign, transfer and convey to the Transferee all of the Transferor's right, title and interest in the Development (the "Transfer"); and

D. The Transferee desires to (i) purchase from the Transferor all of the Transferor's right, title and interest in the Development and (ii) assume the Regulatory Agreement; and

E. It is a condition of the Authority's consent to the Transfer that the Transferee assigns, and that the Transferor assumes, the Transferee's obligations under the Regulatory Agreement.

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 recitals set forth above are incorporated into this Assignment by this reference.
2. **Assignment of Regulatory Agreement.** The Transferor assigns and transfers to the Transferee, its successors and assigns, all of its rights, duties, obligations and interest under the Regulatory Agreement.
3. **Acceptance of Assignment.** The Transferee, for itself, its successors and assigns, agrees to be bound by all of the terms, conditions, obligations and restrictions set forth in the Regulatory Agreement, to the same extent and on the same terms as the Transferor; however, the Transferee shall not be so obligated with respect to matters that occurred or arose prior to the date of this Assignment. It is the intent of the parties that, as of the date of this Assignment, the Transferee now be treated as the owner of the Development under the terms of the Regulatory Agreement.
4. **No Release.** Nothing in this Assignment shall act as a release or waiver of any claim that may arise in connection with the Transferor's failure to have faithfully discharged all of its duties and responsibilities under the Regulatory Agreement prior to the date of this Assignment. However, the Transferor shall have no obligation for the performance of any rights, duties and obligations that accrue under the Regulatory Agreement, as amended by this Assignment, subsequent to the date of this Assignment.
5. **Amendment of Assignment.** This Assignment shall not be altered or amended without the prior written approval of all of the parties to it.
6. **Partial Invalidity.** If a court of competent jurisdiction determines that any term, covenant, condition or provision of this Assignment, or its application to any circumstance, at any

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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.

7. **Successors.** Subject to the provisions of **Paragraph 5** hereof, this Assignment shall bind, and the benefits shall inure to, the parties to this Assignment, their legal representatives, successors in office or interest and assigns; however, the Transferee may not assign this Assignment, or any of its obligations under this Assignment, without the prior written approval of the Authority.

8. **Captions.** The captions used in this Assignment are used only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent.

9. **Notices.** Any notice, demand, request or other communication that any party may desire 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 service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

- | | |
|---------------------------|--|
| (a) If to Transferor: | Churchview Limited Partnership
2601 West 63 rd Street
Chicago, Illinois 60629
Attention: Executive Director |
| (b) If to the Transferee: | Churchview Manor Preservation, L.P.
2601 West 63 rd Street
Chicago, Illinois 60629
Attention: Executive Director |
| (c) If to Authority: | Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
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.

10. **Counterparts.** 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

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exhibited, be the Assignment, but all such counterparts shall constitute one and the same instrument.

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY

Property of Cook County Clerk's Office

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

TRANSFEROR:

CHURCHVIEW LIMITED PARTNERSHIP,
an Illinois limited partnership

By: Churchview Corporation,
its general partner

By: 
Ghian Foreman, President

MARQUETTE NATIONAL BANK, NOT PERSONALLY
BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT
DATED SEPTEMBER 12, 1988, KNOWN AS TRUST NO. 11969

By: _____
Name: _____
Its: _____

TRANSFeree:

CHURCHVIEW MANOR PRESERVATION, L.P.,
an Illinois limited partnership

By: Churchview Manor Preservation, NFP,
an Illinois not-for-profit corporation,
its general partner

By: 
Ghian Foreman, President

CONSENTED TO:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Name: _____
Its: _____

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

TRANSFEROR:

CHURCHVIEW LIMITED PARTNERSHIP,
an Illinois limited partnership

By: Churchview Corporation,
its general partner

By: _____
Ghian Foreman, President

MARQUETTE NATIONAL BANK, NOT PERSONALLY
BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT
DATED SEPTEMBER 12, 1988, KNOWN AS TRUST NO. 11969

By: Joyce A. Madsen
Name: **JOYCE A. MADSEN**
Its: **TRUSTEE**

By: Mary Godinez
Name: **MARY GODINEZ**
Its: **ASSISTANT SECRETARY**

EXCULPATORY LANGUAGE ATTACHED HERETO AND
MADE A PART HEREOF

TRANSFeree:

CHURCHVIEW MANOR PRESERVATION, L.P.,
an Illinois limited partnership

By: Churchview Manor Preservation, NFP,
an Illinois not-for-profit corporation,
its general partner

By: _____
Mr. Ghian Foreman, President

CONSENTED TO:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: Mazim Talb
Name: **Mazim Talb**
Its: **Assistant Executive Director**

A.M.

MARQUETTE NATIONAL BANK
MARQUETTE NATIONAL BANK

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This document is executed by MARQUETTE BANK, not personally but as Trustee under Trust No. 11909 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed by and between the parties hereto anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right but solely in the exercise of the powers conferred upon it as such Trustee and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against MARQUETTE BANK, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any being expressly waived and released.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was signed and acknowledged before me on October 19, 2012, by Ghian Foreman the President of Churchview Corporation, in its capacity as general partner of Churchview Limited Partnership, on behalf of said partnership.

Margaret Ann Shultz
Notary Public, Cook County, Illinois

My Commission Expires: _____

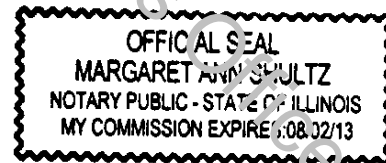
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



The foregoing instrument was signed and acknowledged before me on October 19, 2012, by Ghian Foreman, the President of Churchview Manor Preservation, NFP, in its capacity as general partner of Churchview Manor Preservation, L.P., on behalf of said partnership.

Margaret Ann Shultz
Notary Public, Cook County, Illinois

My Commission Expires: _____

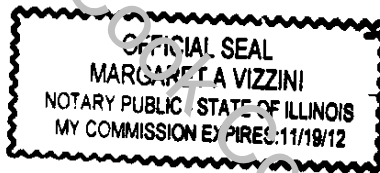


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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that ~~William Tabb~~, personally known to me to be the ~~Assistant Executive Director~~ of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY 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 he/she signed and delivered the said instrument as his/her capacity as ~~Assistant Executive Director~~ of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY as his/her 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 19th day of October, 2012.



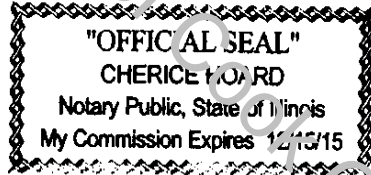
Margaret A. Vizzini
 Notary Public

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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, the undersigned, a notary public in and for the County and State aforesaid, DO
 HEREBY CERTIFY THAT JOYCE A MADSEN the ~~SECRETARY~~ and
Mary Godinez the ASSISTANT SECRETARY of the Marquette Bank, personally
 known to me to be the same persons whose names are subscribed to the foregoing instrument,
 appeared before me this day in person and acknowledged that as such ~~SECRETARY~~
ASSISTANT SECRETARY, they signed and delivered the said instrument pursuant to
 authority, as his/her free and voluntary act, and as the free and voluntary act and deed of said
 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of October, 2012.



Cherice Howard
 Notary Public

County Clerk's Office

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EXHIBIT A LEGAL DESCRIPTION

LOTS 16 THROUGH 23, BOTH INCLUSIVE, IN BLOCK 15, TOGETHER WITH THE WEST HALF OF VACATED SOUTH TALMAN AVENUE LYING EAST OF THE EAST LINE OF SAID LOT 16 IN BLOCK 15, ALL IN COBE & MCKINNON'S 63RD ST. & CALIFORNIA AVE. SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 2626 West 63rd Street, Chicago, IL 60629

Permanent Index Numbers:

19-13-426-033; 19-13-426-034; 19-13-426-035; 19-13-426-036; 19-13-426-037; & 19-13-426-038