

UNOFFICIAL COPY



Doc#: 1309422022 Fee: \$48.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/04/2013 08:52 AM Pg: 1 of 6

After Recording, Please Return to:

Sweta Shah, Esq.
City of Chicago Department of Law
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602

ASSIGNMENT OF MORTGAGE AND DOCUMENTS

This Assignment of Mortgage and Documents (this "Assignment") is made and entered into as of March 21, 2013 by 3302 Huron Apartments, Inc., an Illinois corporation (the "Assignor") in favor of the City of Chicago, Illinois (the "Assignee").

RECITALS

A. The Assignee has or will receive 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 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. H.R.1, 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 No. 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 2 (UNOFA) under the Recovery Act (Docket No. FR-5321-N-01, May 4, 2009), the Notices of Fund Availability for Fiscal year 2009 NSP2 Program under the Recovery Act, Correction (Docket No. FR-5321-C-02, June 11, 2009; Docket No. FR5321-C-03, November 9, 2009, Docket No. FR 5321-C-04, and Docket No. FR-5321-N-Q4); 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").

B. The Assignee has submitted to HUD, and HUD has approved, the City's NSP1 Substantial Amendment application to HUD, NSP2 application to HUD and NSP3 Substantial Amendment to HUD governing the City's use of the Program Funds in a City 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, that certain Funding Approval and Grant Agreement signed on February 11, 2010, and that certain Funding Approval and Grant Agreement dated

89 18187.5 02 5 1218187 68

Box 334

6

UNOFFICIAL COPY

effective as of March 17, 2011 (collectively, the "Grant Agreement"). The Act, the Regulations, and the Grant Agreement are collectively referred to herein as the "NSP Legal Requirements".

C. The NSP Legal Requirements require the Assignee to use the Program Funds for certain eligible activities, including, without limitation: (a) establishing financing mechanisms for the purchase and redevelopment of abandoned or foreclosed homes and residential properties; (b) acquisition and rehabilitation of homes and residential properties that have been abandoned or foreclosed upon in order to sell, rent, or redevelop such homes and properties; (c) establishing and operating land banks for homes and residential properties that have been abandoned or foreclosed; (d) demolition of blighted structures; and (e) redevelopment of demolished or vacant properties (collectively, the "Eligible Activities").

D. The NSP Legal Requirements require that the Assignee allocate 25% of the Program Funds to purchase and redevelop abandoned or foreclosed upon residential properties for housing individuals whose incomes do not exceed 50% of the area median income.

E. The NSP Legal Requirements further require that the Assignee allocate 100% of the Program Funds to Eligible Activities benefiting communities and households whose incomes do not exceed 120% of the area median income.

F. The Assignee and Mercy Portfolio Services, a Colorado non-profit corporation ("Mercy") 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 Assignee has agreed to make the Program Funds available to Mercy for Eligible Activities subject to the terms and conditions of such Subgrant Agreement.

G. The Assignee has agreed to provide NSP Funds in the form of a loan in the principal amount of \$1,480,300 (the "NSP Loan") to the Assignor in connection with the acquisition and rehabilitation of certain property as described on Exhibit A hereto and hereby made a part hereof (the "Property").

H. The Assignee, Mercy and MPS Community I, LLC, an Illinois limited liability company ("MPS LLC"), have entered into: (1) that certain Redevelopment Agreement, in connection with the redevelopment of the Property, dated as of August 10, 2011 and recorded August 11, 2011 as Document No. 1122331002 as amended and restated by that certain First Amended and Restated Redevelopment Agreement dated as March 21, 2013 (as amended and restated, the "Redevelopment Agreement"); and (2) that certain Regulatory Agreement, dated as of August 10, 2011 and recorded August 11, 2011 as Document No. 1122331001 as amended and restated by that certain First Amended and Restated Regulatory Agreement dated as of March 21, 2013 in connection with the operation of the Property (the "Regulatory Agreement").

I. The Assignor, 3302 Huron Apts., LLC, an Illinois limited liability company (the "Participating Entity"), Mercy, MPS LLC, Chicago Title and Land Trust Company (the "Trustee") and the Assignee have entered into that certain Assignment, Assumption and Amendment of Documents (the "AAAD"), dated as of March 21, 2013, hereby, the Assignor has

UNOFFICIAL COPY

assumed the obligations of MPS LLC under the Redevelopment Agreement, the Regulatory Agreement, that certain promissory note in the principal amount of the NSP Loan, dated as of August 10, 2011 (the "NSP Note"), that certain Mortgage, Security Agreement and Financing Statement, dated as of August 10, 2011 and recorded August 11, 2011 as Document No. 1122331003 (the "NSP Mortgage"), that certain Assignment of Rents and Leases, dated as of August 10, 2011 and recorded August 11, 2011 as Document No. 11233104 (the "Assignment of Rents"), all as amended by the AAAD.

J. The Assignor has agreed to lend the proceeds of the NSP Loan (the "Huron Loan") to the Participating Entity, to be used by the Participating Entity to acquire and rehabilitate the Property.

K. The Huron Loan is evidenced by that certain Promissory Note, dated March 21, 2013 made by the Participating Entity and payable to the Assignor in the principal amount of \$1,480,300 (the "Huron Note") and is secured by that certain Junior Mortgage, dated of even date with the Note made by the Trustee and Participating Entity in favor of the Assignor (the "Huron Mortgage"), creating a third mortgage lien on the Property. The Huron Mortgage is being recorded in the Office of the Recorder of Deeds of Cook County, Illinois concurrently with the recording of this Assignment.

L. As additional security for its obligations under the Huron Loan, the Participating Entity shall assume from Assignor all of Assignor's rights and obligations under the Redevelopment Agreement, the Regulatory Agreement and the Assignment of Rents.

M. The Assignor is the present, sole legal and equitable owner and holder of the Huron Note.

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

1. The Assignor hereby grants, transfers and assigns to the Assignee all of the right, title and interest of the Assignor in and to the Huron Note, together with all sums of money due and payable thereunder, and hereby further grants transfers and assigns to the Assignee all of the right title and interest of the Assignor in and to the Huron Mortgage and the Redevelopment Agreement (collectively the Huron Note, the Redevelopment Agreement and the Huron Mortgage are hereinafter referred to as the "Huron Documents").

2. The Assignor hereby covenants and represents that: (i) the Assignor has full right and title to assign all of the Huron Documents; (ii) no other assignment of any interest therein has been made; (iii) the Assignor will comply with all of the material terms of the Huron Documents; (iv) the Assignor will promptly give the Assignee a copy of any notice sent by the Assignor concerning any default by the Participating Entity under any of the Huron Documents.

3. The Assignor hereby expressly agrees not to execute any release of the Huron Mortgage or the other Huron Documents; or any portion thereof, without the prior written consent of the Assignee. Any attempt by the Assignor to execute such a release without the prior written consent of the Assignee shall be deemed null and void and of no effect whatsoever.

UNOFFICIAL COPY

4. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent of the Property.

5. 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.

6. 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.

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

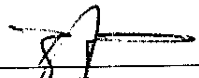
[The remainder of this page is intentionally left blank]

Property Of Cook County Clerk's Office

UNOFFICIAL COPY

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

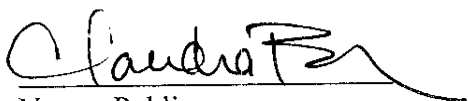
3302 HURON APARTMENTS, INC.
an Illinois corporation

By: 
Name: Bill Williams
Its: President

State of Illinois)
) ss
County of Cook)

I, the undersigned, a Notary Public in the State aforesaid, do hereby certify that Bill Williams, who is the same person whose name is subscribed to the foregoing instrument as President of 3302 Huron Apartments, Inc., appeared before me this day in person and acknowledged that he/she signed and delivered the foregoing instrument, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of March, 2013


Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Legal Description:

LOTS 30 AND 31 IN SUBDIVISION OF THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 3302 Huron, Chicago, Illinois

Permanent Index No.: 16-11-205-041-000

Property of Cook County Clerk's Office