

# UNOFFICIAL COPY



1401422074

THIS DOCUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

Katten Muchin Rosenman LLP  
525 W. Monroe Street  
Chicago, IL 60661  
Attn: David Cohen

Doc#: 1401422074 Fee: \$62.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/14/2014 01:32 PM Pg: 1 of 11

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of Dec 23, 2013 (the "Effective Date"), is entered into by and between Davis Preservation Partners, L.P. ("Assignor"), and Related Davis, LLC ("Assignee") with reference to the following:

### RECITALS:

A. As of the Effective Date, Assignor is acquiring from Assignee that certain real property located at 3632 South Indiana Avenue, Chicago, IL (the "Property").

B. The Property is encumbered by that certain (i) Land Use Restriction Agreement by and among the City of Chicago ("City"), The Bank of New York Mellon Trust Company, N.A., as successor trustee to American National Bank and Trust Company of Chicago, as trustee ("Trustee"), and Assignor dated December 1, 1999, and recorded with the Cook County Recorder on December 20, 1999 as Document Number 09177728 (the "LURA"), and (ii) Regulatory Agreement by and between the City and Assignor dated December 1, 1999, and recorded on December 16, 1999 as Document Number 09171200 (the "Regulatory Agreement"); together with the LURA, the "Restrictive Covenants").

C. Assignor desires to transfer to Assignee all of Assignor's right, title and interest in and to, and obligations under, the Restrictive Covenants, and Assignee desires to accept such assignment from Assignor and to assume and be bound by all of the terms and conditions of the Restrictive Covenants, all as of the Effective Date.

### AGREEMENT:

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

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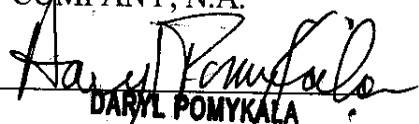
1. Assignment. As of the Effective Date, Assignor hereby assigns, conveys, transfers and sets over unto Assignee, any and all right, title and interest of Assignor in and to, and all duties and obligations of Assignor under, the Restrictive Covenants.
2. Assumption. By its execution of this Assignment, Assignee agrees to be bound by, assume and perform all duties and obligations of Assignor under the Restrictive Covenants first accruing after the Effective Date.
3. Assignor's Indemnification. Assignor shall indemnify and hold harmless Assignee for, from, and against any and all loss, cost, damage, claim, liability or expense, including court costs and reasonable attorneys' fees, accruing under or in connection with the Restrictive Covenants, including without limitation as a result of any breach by Assignor of the Restrictive Covenants, prior to the Effective Date.
4. Assignee's Indemnification. Assignee shall indemnify and hold Assignor harmless for, from, and against any and all loss, cost, damage, claim, liability or expense, including court costs and reasonable attorneys' fees, first accruing under or in connection with the Restrictive Covenants, including without limitation as a result of any breach of the Restrictive Covenants by Assignee, on or after the Effective Date.
5. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of Illinois.
6. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

[Signature page follows]

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ACKNOWLEDGED AND CONSENTED TO:

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.

By:   
Name: DARYL POMYKALA  
Title: Vice President

Property of Cook County Clerk's Office

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## Acknowledgements

STATE OF Illinois                    )  
   )  
 COUNTY OF Cook                    )            **ss:**

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Daryl Pomykala, as Vice President of The Bank of New York Trust Company, N.A., personally known to me to be the same person whose name is subscribed to the foregoing instrument as said officer, appeared before me this day in person and acknowledged he signed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 23rd day of December, 2013.

Katherine Cokic  
 Notary Public



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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date first set forth above.

**ASSIGNOR:**

**DAVIS PRESERVATION PARTNERS, L.P.,  
AN ILLINOIS LIMITED PARTNERSHIP**

BY: DAVIS PRESERVATION, L.L.C.,  
AN ILLINOIS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: \_\_\_\_\_  
TERRY MCKAY, MANAGER

**ASSIGNEE:**

**RELATED DAVIS, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY**

BY: RELATED AFFORDABLE, LLC,  
ITS SOLE MEMBER

BY: \_\_\_\_\_  
MATTHEW FINKLE, PRESIDENT

**ACKNOWLEDGED AND CONSENTED TO:**

**CITY OF CHICAGO**

By: \_\_\_\_\_

ANDREW J. MOONEY, COMMISSIONER  
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

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**DAVIS PRESERVATION PARTNERS, L.P.,  
AN ILLINOIS LIMITED PARTNERSHIP**

BY: DAVIS PRESERVATION, L.L.C.,  
AN ILLINOIS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

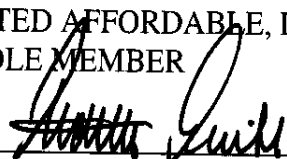
BY: \_\_\_\_\_

TERRY MCKAY, MANAGER

**ASSIGNEE:**

**RELATED DAVIS, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY**

BY: RELATED AFFORDABLE, LLC,  
ITS SOLE MEMBER

BY:  \_\_\_\_\_

MATTHEW FINKLE, PRESIDENT

**ACKNOWLEDGED AND CONSENTED TO:**

**CITY OF CHICAGO**

By: \_\_\_\_\_

ANDREW J. MOONEY, COMMISSIONER  
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

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AN ILLINOIS LIMITED PARTNERSHIP**

BY: DAVIS PRESERVATION, L.L.C.,  
AN ILLINOIS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: \_\_\_\_\_

TERRY MCKAY, MANAGER

**ASSIGNEE:**

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A DELAWARE LIMITED LIABILITY COMPANY**


BY: RELATED AFFORDABLE, LLC,  
ITS SOLE MEMBER

BY: \_\_\_\_\_

MATTHEW FINKLE, PRESIDENT

**ACKNOWLEDGED AND CONSENTED TO:**

**CITY OF CHICAGO**

By:  \_\_\_\_\_

ANDREW J. MOONEY, COMMISSIONER  
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

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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 Terry McKay, personally known to me to be the manager of Davis Preservation, L.L.C., (the "General Partner"), an Illinois limited liability company and general partner of Davis Preservation Partners, L.P. (the "Assignor"), an Illinois limited partnership, 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 as such manager, he signed and delivered the said instrument pursuant to authority given by the General Partner as his free and voluntary act, and as the free and voluntary act and deed of the General Partner and the Assignor for the uses and purposes therein set forth.

Given under my hand and official seal this 4<sup>th</sup> day of NOVEMBER, 2013.

Denise M. Corcoran  
 Notary Public

Property of Cook County Clerk's Office



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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 Matthew Finkle, personally known to me to be the President of Related Affordable, LLC (the "Sole Member"), a Delaware limited liability company and the sole member of Related Davis, LLC (the "Assignee"), a Delaware 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 acknowledged that as such President, he signed and delivered the said instrument pursuant to authority given by the Sole Member as his free and voluntary act, and as the free and voluntary act and deed of the Sole Member and the Assignor for the uses and purposes therein set forth.

Given under my hand and official seal this 31 day of October, 2013.

  
 \_\_\_\_\_  
 Notary Public

TIMOTHY H. SULLIVAN  
 Notary Public, State of New York  
 No. 01SU5079240  
 Qualified in Nassau County  
 Commission Expires September 11, 2016

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STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

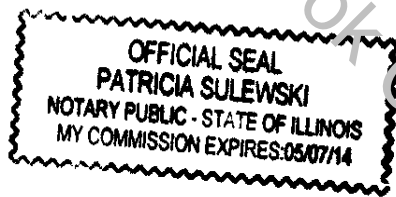
I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Housing and Economic Development of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, he 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 City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on November 1, 2013.

*Patricia Sulewski*

Notary Public

(SEAL)



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## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

PARCEL I: LOTS 1 THRU 6 TOGETHER WITH ADJOINING 10 FOOT ALLEY, IN H. O. STONE'S SUBDIVISION OF THE SOUTH 5 ACRES OF THE NORTH 20 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL II: LOTS 1 THRU 6 AND 7 THRU 11 TOGETHER WITH ALL OF THE 20 FOOT ALLEY LYING EAST OF AND ADJOINING LOTS 7 THRU 15, ALL IN HURD AND DANA'S SUBDIVISION OF LOTS 7 TO 14 IN H. O. STONE'S SUBDIVISION OF THE SOUTH 5 ACRES OF THE NORTH 20 ACRES AND LOTS 1 TO 14 IN BLOCK "A" IN FREEMAN'S SUBDIVISION OF THE 10 ACRES SOUTH AND ADJOINING THE NORTH 20 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL III: LOTS 1, 2, 6, 7 AND 8 (EXCEPT THE SOUTH 20 FEET OF LOT 2) TOGETHER WITH THE 20 FOOT ALLEY LYING EAST OF AND ADJOINING SAID LOTS 1 AND 2 (EXCEPT THE SOUTH 20 FEET THEREOF) IN THE SUBDIVISION OF LOTS 1 TO 14, INCLUSIVE, IN BLOCK "B" IN FREEMAN'S ADDITION TO CHICAGO BEING THE 10 ACRES NEXT TO AND ADJOINING THE NORTH 10 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL IV: LOTS 1 THRU 5 IN THE SUBDIVISION OF LOTS 9 AND 10 IN THE SUBDIVISION OF LOTS 1 TO 14 INCLUSIVE, IN BLOCK "B" IN FREEMAN'S ADDITION TO CHICAGO, AFORESAID.

PARCEL V: LOTS 1 AND 2 IN BLOCK 1 IN E. SMITH'S SUBDIVISION OF THE SOUTH 10 ACRES OF THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL VI: ALL THAT PART OF EAST 36TH PLACE LYING WEST OF AND ADJOINING THE WEST LINE OF SOUTH INDIANA AVENUE, EXTENDED, AND LYING EAST OF THE AND ADJOINING THE EAST LINE OF SOUTH MICHIGAN AVENUE, EXTENDED.

*3617 S. Michigan Ave*

Commonly known as: ~~3622 South Indiana Avenue~~, Chicago, Illinois 60653

Pin No. 17-34-305-004-000	17-34-305-005-000	17-34-305-006-000	17-34-305-007-000
17-34-305-008-000	17-34-305-009-000	17-34-305-010-000	17-34-308-001-000
17-34-308-014-000	17-34-308-015-000	17-34-308-016-000	17-34-308-017-000
17-34-308-018-000	17-34-308-019-000	17-34-308-020-000	17-34-308-021-000
17-34-308-022-000	17-34-308-023-000		