

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED  
BY AND AFTER RECORDING RETURN

TO: ArieH Flemenbaum  
Illinois Housing Development  
Authority

401 N. Michigan Ave., Ste 700  
Chicago, Illinois 60611

Permanent Index Tax

Identification No(s):

17-04-450-029-0000

Property Address:

30 West Chicago Avenue  
Chicago, Illinois



Doc#: 1435145063 Fee: \$60.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 12/17/2014 02:59 PM Pg: 1 of 12

HTF-319

## ASSIGNMENT AND ASSUMPTION OF MORTGAGE, NOTE, REGULATORY AGREEMENT, AND OTHER DOCUMENTS

5259788

This **ASSIGNMENT AND ASSUMPTION OF MORTGAGE, NOTE, REGULATORY AGREEMENT, AND OTHER DOCUMENTS** (this "Assignment") is made as of this 15th day of December, 2014, by and among **YOUNG MEN'S CHRISTIAN ASSOCIATION**, an Illinois corporation, constituted pursuant to a special act of the Illinois legislature, and **BOARD OF TRUSTEE'S OF THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO**, constituted pursuant to special act of the Illinois legislature (collectively, the "Seller"), having its principal office at 801 N. Dearborn, Chicago, Illinois 60610, **HHCD LAWSON LLC**, an Illinois limited liability company (the "Buyer"), having its principal office at 1034 W Montrose, Chicago, Illinois 60613, and **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, a body politic and corporate created by and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended from time to time (the "Authority"), having its principal office at 401 N. Michigan Avenue, Suite 700, Chicago, Illinois 60611.

### RECITALS

A. The Authority has previously made a mortgage loan<sup>1</sup> (the "Mortgage Loan") to the Seller in the original principal amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) for the rehabilitation and permanent financing of a multi-family housing development known as Lawson House (HTF-319), 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". The Mortgage Loan is evidenced by a Mortgage Note dated July 16, 1996 (the "Note"). The Mortgage Loan is (i) secured by a Third Mortgage, Security Agreement and Assignment of Rents and Leases dated July 16, 1996 (the "Mortgage") and recorded as document number 96542526 on July 16, 1996 in the Office of the

<sup>1</sup> The Mortgage Loan was previously a third position mortgage loan. However, the City of Chicago released its (previous) first position mortgage loan, resulting in the Mortgage Loan assuming the junior, second position mortgage lien.

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Recorder of Deeds in Cook County (the "Recorder's Office"); and (ii) governed by a Regulatory and Land Use Restriction Agreement-Administrative Funds on the Development dated July 16, 1996 (the "Regulatory Agreement") and recorded as document number 96542525 on July 16, 1996 in the Recorder's Office.

**B.** The Seller desires to sell, assign, transfer and convey to the Buyer all of the Seller's right, title and interest in the Development (the "Transfer") and be released from its obligations under the Note, the Mortgage, the Regulatory Agreement and all security agreements and any other documents, evidencing, governing or securing the indebtedness evidenced by the Note and secured by the Mortgage (the "Indebtedness") or ancillary to the Mortgage Loan transaction (the "Other Documents").

**C.** The Buyer desires to (i) purchase from the Seller all of the Seller's right, title and interest in the Development, (ii) assume the Note, the Mortgage, the Regulatory Agreement, and the Other Documents, and pay the Indebtedness, and (iii) perform all of the Seller's obligations under the Note, and the Mortgage.

**D.** It is a condition of the Authority's approval of the Transfer, among other things, that the Seller assigns, and that the Buyer assumes, the Seller's obligations under the Note, the Mortgage, the Regulatory Agreement and the Other Documents.

**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 foregoing recitals are made a part of this Assignment.
2. **Assignment.** The Seller assigns and transfers to the Buyer, its successors and assigns all of Seller's rights, duties, obligations and interest under the Note, the Mortgage, the Regulatory Agreement and the Other Documents.
3. **Assumption.** The Buyer, for itself, its successors and assigns accepts the assignment of the Note, the Mortgage, the Regulatory Agreement and the Other Documents and agrees to (i) pay the Indebtedness in installments on the due dates as provided in the Note and (ii) be bound by and perform all of the obligations of the Seller under the Note, the Mortgage, the Regulatory Agreement and the Other Documents as though the Note, the Mortgage, the Regulatory Agreement and the Other Documents had been originally made, executed and delivered by the Buyer. In addition to the foregoing, the Buyer agrees to deposit the funds to establish the Accounts (as defined below) as follows:
  - a. **Replacement Reserve Account.** Commencing on the first day of the first month after the date of the execution of this Agreement (the "Closing Date"), and on the first day of each month thereafter, Buyer shall make deposits with the Authority into a

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Replacement Reserve Account (the "Replacement Reserve Account"), in the amount of one-twelfth (1/12th) of Two Hundred Fifty and No/100 Dollars (\$250.00) per unit per calendar year, or such other sum as the Authority shall, from time to time, specify.

- b. Tax and Insurance Reserve Account. Commencing on the first day of the first month after the Final Closing Date, Buyer shall pay to the Authority for deposit into the tax and insurance reserve account for the Development (the "Tax and Insurance Reserve Account"), monthly payments in an amount sufficient so that (i) as of the first (1st) day of the month before each installment of real estate taxes is due, there shall be on deposit in the Tax and Insurance Reserve Account for real estate taxes an amount equal to one half (1/2) of one hundred five percent (105%) of the real estate tax bill for the Development for the previous calendar year, or such other amount as the Authority shall determine, in its reasonable discretion; and (ii) as of the first (1st) day of the month before the insurance bill is due, there shall be on deposit in the Tax and Insurance Reserve Account for insurance an amount equal one hundred five percent (105%) of the insurance bill for the Development for the previous calendar year, or such other amount as the Authority shall determine, in its reasonable discretion.
- c. Operating Reserve Account. On or before the Closing Date, Buyer shall deposit with the Authority the sum of One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00) as and for an operating reserve, which the Authority will deposit into an Operating Reserve Account (the "Operating Reserve Account") for the Development. Funds in the Operating Reserve Account shall be used for initial operating deficits (while the Development is recapitalized and fully rehabilitated), or as determined by in the Authority's sole discretion.
- d. Interest. If held by the Authority, the Replacement Reserve Account, the Operating Reserve Account, and the Tax and Insurance Reserve Account shall be held in an account containing replacement reserves, tax and insurance reserves, and operating deficit reserves and other reserves for other Authority-financed development (the "Authority Reserve Account"); the funds in the Authority Reserve Account will be invested by the Authority in accordance with its then-current standard policies and practices. Earnings on the Authority Reserve Account are pooled and, subject to the terms of the Note, Mortgage, Regulatory Agreement and the Other Documents, paid to Buyer in proportion to funds attributable to it, based on the actual earnings of the Authority Reserve Account.
- e. Release of Amounts in Accounts. If held by the Authority, funds in the Replacement Reserve Account, the Tax and Insurance Reserve Account, and the Operating Reserve Account, to the extent held by the Authority (each, an "Account") shall constitute additional security for the repayment of the Loan. The Authority shall have the right, in its sole discretion, to approve each withdrawal of funds, prior to

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such withdrawal, from the Accounts or any other fund or account established pursuant to this Agreement or in connection with the Mortgage Loan; in the event of a default under this Agreement, the Note, the Mortgage, the Regulatory Agreement or any Other Document, the Authority may, but shall not be required to, draw on the funds in any Account (i) to pay the ordinary administrative expenses, operating expenses and maintenance expenses of the Development or (ii) to apply such funds against the outstanding principal balance of the Mortgage Loan or any delinquencies under the Mortgage Loan or (iii) as the Authority otherwise determines in its sole and absolute discretion. Approval of the annual operating budget for the Development shall constitute the Authority's approval of the ordinary administrative expenses, operating expenses and maintenance expenses of the Development, as set forth in that budget.

4. **Non-Recourse.** The Buyer does not assume personal liability under the Note, the Mortgage, the Regulatory Agreement and the Other Documents except as provided in the Note, the Mortgage, the Regulatory Agreement and the Other Documents; the Authority will look only to the Development for the payment of the Indebtedness.

5. **Approval of Transfer and Release of Seller.** The Authority approves the Transfer and releases and discharges the Seller from its obligations under the Note, the Mortgage, the Regulatory Agreement and the Other Documents, including, but not limited to, payment of the Indebtedness, incurred from and after the date of this Assignment. However, nothing in this Assignment shall act as a release or waiver of any claim that may arise in connection with the Seller's failure to have faithfully discharged all of its duties and obligations under the Note, the Mortgage, the Regulatory Agreement and the Other Documents prior to the date of this Assignment.

6. **Full Force and Effect.** All of the terms and conditions of the Note, the Mortgage, the Regulatory Agreement and the Other Documents shall remain in full force and effect as to the Buyer. The Development shall remain subject to the liens of the Mortgage and the Regulatory Agreement and nothing in, or done pursuant to, this Assignment shall affect or be construed to affect the liens, charges, or encumbrances of the Mortgage and the Regulatory Agreement or their respective priorities.

7. **Amendment of Assignment.** This Assignment shall not be altered or amended without the prior written approval of all of the parties to it.

8. **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 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.

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**9. Successors.** Subject to the provisions of **Paragraph 7** 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 Buyer may not assign this Assignment, or any of its obligations under this Assignment, without the prior written approval of the Authority.

**10. 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.

**11. 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 Seller: Young Men's Christian Association  
801 N. Dearborn  
Chicago, Illinois 60610  
Attention: *Office of the General Counsel*
- (b) If to the Buyer: MHCD Lawson LLC  
1034 W. Montrose  
Chicago, Illinois 60613  
Attention: Jackie Taylor Holsten
- (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.

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

**13. Exculpatory Provision.** It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that no individual member of the Young Men's Christian Association of Chicago ("YMCA"), the Board of Trustees of the YMCA or the board of managers of the YMCA, or any of their respective officers, officials, representatives or employees shall be personally liable for any of obligations or any undertaking or covenant of Seller contained in this Agreement.

J\MULTIFAMILYLOANS\HTF\PROJECTS\0000-0499\0319\CF-FAF\1\LAWSON YMCA\2014\TPA\HTF\LOAN ASSIGN & ASSUMPTION NOTE MORTGAGE REGULATORY - 1\LAWSON PARTNERS-V2.DOC



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

**SELLER:**

**THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO**

By: *Richard H. Malone*  
Printed Name: Richard H. Malone  
Its: President And CEO

**BOARD OF TRUSTEES OF THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO**

By: *Mark D. Wilcox*  
Printed Name: Mark D. Wilcox  
Its: President

**BUYER:**

**HHCD LAWSON LLC,**  
an Illinois limited liability company

By: **HOLSTEN HUMAN CAPITAL DEVELOPMENT NEP,**  
an Illinois not-for profit corporation  
its sole member

By : \_\_\_\_\_  
Printed Name: Jackie Taylor Holsten  
Its: Board Chair

**CONSENTED TO:**  
**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its \_\_\_\_\_

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.

**SELLER:**

**THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BOARD OF TRUSTEES OF THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUYER:**

**HHCD LAWSON LLC,**  
an Illinois limited liability company

By: **HOLSTEN HUMAN CAPITAL DEVELOPMENT NFP,**  
an Illinois not-for profit corporation  
its sole member

By: *Jackie Taylor Holsten*  
Printed Name: Jackie Taylor Holsten  
Its: Board Chair

**CONSENTED TO:**  
**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its \_\_\_\_\_

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.

**SELLER:**

**THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BOARD OF TRUSTEES OF THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUYER:**

**HHCD LAWSON LLC,**  
an Illinois limited liability company

By: **HOLSTEN HUMAN CAPITAL DEVELOPMENT NFP,**  
an Illinois not-for profit corporation  
its sole member

By : \_\_\_\_\_  
Printed Name: Jackie Taylor Holsten  
Its: Board Chair

**CONSENTED TO:**  
**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Printed Name: **Bryan E Zises**  
Its: **Assistant Executive Director**

Property of Cook County Clerk's Office



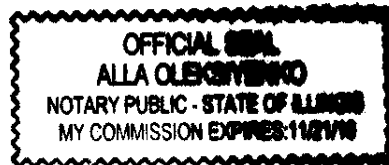
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STATE OF ILLINOIS )  
 )  
COUNTY OF Lake ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Richard H. Malone as the President of Young Men's Christian Association ("YMCA"), 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 President of YMCA, as his/her free and voluntary act and deed and as the free and voluntary act and deed of Seller for the uses and purposes therein set forth.

Given under my hand and official seal this 13<sup>th</sup> day of November, 2014.

Ala Oleksiyenko  
Notary Public

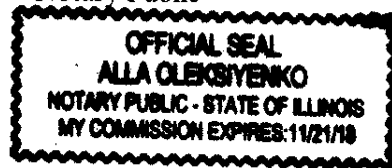


STATE OF ILLINOIS )  
 )  
COUNTY OF Lake ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Mark D. Wilcox, as the President of Board of Trustees of the Young Men's Christian Association of Chicago ("Seller"), 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 President of BoT of Seller, as his/her free and voluntary act and deed and as the free and voluntary act and deed of Seller for the uses and purposes therein set forth.

Given under my hand and official seal this 13<sup>th</sup> day of November, 2014.

Ala Oleksiyenko  
Notary Public



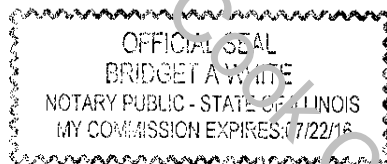
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STATE OF ILLINOIS     )  
  )  
COUNTY OF Cook     )     SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Jackie Taylor Holsten, as the Board Chair of Holsten Human Capital Development NFP, an Illinois not-for-profit corporation ("Member"), the sole member of HHCD Lawson LLC, an Illinois limited liability company ("Buyer"), 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 Board Chair of Member, as his/her free and voluntary act and deed and as the free and voluntary act and deed of Member on behalf of Buyer for the uses and purposes therein set forth.

Given under my hand and official seal this 21<sup>st</sup> day of November, 2014.

Bridget A. White  
Notary Public



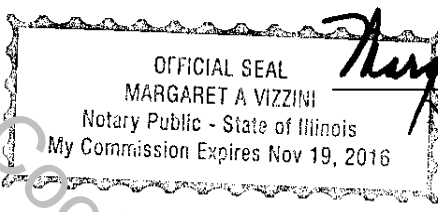
Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
                                   )     SS  
 COUNTY OF COOK         )

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that ~~Bryan E Zises~~ the ~~Assistant Executive Director~~ ILLINOIS HOUSING DEVELOPMENT AUTHORITY, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his capacity as ~~Assistant Executive Director~~ ILLINOIS HOUSING DEVELOPMENT AUTHORITY as his 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 24<sup>th</sup> day of November, 2014.


  
*Margaret A. Vizzini*  
 Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION

THAT PART OF LOTS 12 TO 15, BOTH INCLUSIVE AND ALL OF THE VACATED PUBLIC ALLEY,  
LYING NORTH OF AND ADJOINING LOTS 12 TO 15, BOTH INCLUSIVE IN ASSESSOR'S DIVISION  
IN BLOCK 1 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 15; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 15 TO THE NORTH LINE OF THE AFORESAID VACATED PUBLIC ALLEY; THENCE EAST ALONG THE NORTH LINE OF THE VACATED PUBLIC ALLEY, A DISTANCE OF 154.10 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 15, A DISTANCE OF 31.20 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE AFORESAID VACATED PUBLIC ALLEY, A DISTANCE OF 14.88 FEET, MORE OR LESS TO A POINT 2.07 FEET EAST OF THE WEST LINE OF SAID LOT 12, BEING THE EAST LINE OF A 23-STORY BRICK BUILDING; THENCE SOUTH ALONG SAID EAST LINE OF A 23-STORY BRICK BUILDING, A DISTANCE OF 86.80 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 12; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 12 TO 15, A DISTANCE OF 139.08 FEET, MORE OR LESS TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**Permanent Index Tax Identification No(s):** 17-04-450-051-8001

**Commonly known as:** 30 West Chicago Avenue, Chicago, Illinois