

Recording Requested By
And When Recorded Mail To:

Paul Hastings LLP
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, CA 90071
Attn: Kenneth Krug, Esq.



Doc#: 1513916063 Fee: \$74.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/19/2015 03:50 PM Pg: 1 of 19

212450

COLLATERAL ASSIGNMENT OF LOAN, LOAN RIGHTS, AND LOAN DOCUMENTS

This Collateral Assignment of Loan, Loan Rights, and Loan Documents (the "**Assignment**") is dated for reference purposes as of May 1, 2015, between **THE INTERFAITH HOUSING DEVELOPMENT CORPORATION OF CHICAGO**, an Illinois not-for-profit corporation, as Lender under the AHP Mortgage (as hereinafter defined) (the "**Borrower**") and **CITIBANK, N.A.**, a national banking association (the "**AHP Lender**"). Borrower's Organizational Identification Number is: 56985158.

Factual Background

A. AHP Lender is making an AHP loan (the "**AHP Loan**") to Borrower in the principal amount of One Million and No/100 Dollars (\$1,000,000) (the "**AHP Subsidy Amount**"). The AHP Loan is a loan to Borrower being made by AHP Lender from the proceeds of an AHP Subsidy awarded by the Federal Home Loan Bank of San Francisco (the "**FHLB**") to Banamex USA (an affiliate of AHP Lender) in the AHP Subsidy Amount to finance construction of improvements on real property, located in Cook County, Illinois, (the "**Land**") as more particularly described in **Exhibit A** attached hereto. Jeffery Towers LLC, an Illinois limited liability company (the "**Project LLC**") owns a fee interest in the Land.

B. Borrower has in turn made, or will concurrently in turn make, a loan to the Project LLC in the principal amount of One Million and No/100 Dollars (\$1,000,000) (the "**Project LLC Loan**"). The Project LLC has executed, or is executing concurrently herewith, a promissory note (the "**Project LLC Note**") payable to Borrower evidencing the Project LLC Loan. The Project LLC Loan is secured by that certain Affordable Housing Program Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing recorded substantially concurrently herewith in the Official Records of Cook County (the "**AHP Mortgage**") executed by Project LLC covering the Land, all improvements thereon, and certain other property (all collectively, the "**Property**") in favor of Borrower as lender. The Project LLC Note and the AHP Mortgage collectively constitute the "**Project LLC Loan Documents**."

C. The AHP Loan is evidenced by a promissory note executed by Borrower concurrently herewith (the "**AHP Subsidy Note**") payable to AHP Lender evidencing the AHP Loan. The AHP Loan is secured by this Assignment and any right, title, and interest of Borrower in and to the Project LLC Loan Documents, as more fully described in Recital E below.

19 BM

UNOFFICIAL COPY

D. This Assignment is one of several "AHP Loan Documents." The AHP Loan Documents include the AHP Subsidy Note, this Assignment, and all other documents which evidence, guarantee, secure, or otherwise pertain to the AHP Loan. The term "AHP Loan," as used herein, is broadly defined as the AHP loan of the AHP Subsidy Amount to Borrower as evidenced by the AHP Loan Documents. All capitalized terms used herein and not defined shall have the meanings set forth in the AHP Subsidy Note.

E. As a condition to, a requirement of, and material consideration for AHP Lender agreeing to the terms of the AHP Loan Documents and making the AHP Loan, AHP Lender has required that Borrower assign to AHP Lender all of its right, title, and interest in and to the Project LLC Loan Documents as collateral for the AHP Loan and execute and deliver this Assignment to AHP Lender as security for the performance of Borrower's obligations under the AHP Loan Documents.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

Agreement

1. Assignment Grant of Security Interest. Borrower hereby grants, transfers, conveys, sets over and assigns to AHP Lender, and grants to AHP Lender a security interest in, as collateral security for the AHP Loan, all of Borrower's right, title and interest, legal and equitable, in and to the following (collectively the "**Collateral**"): (a) all of Borrower's right, title, and interest in and to the Project LLC Loan and the Project LLC Loan Documents, together with (b) any and all notes and obligations therein described, the debt secured thereby and all sums of money due and to become due thereon, with interest provided for therein, including but not limited to the Project LLC Note, together with (c) any and all other liens, privileges, security interests, including the AHP Mortgage, rights, entitlements, equities, claims, and demands as to which Borrower possesses or to which Borrower is otherwise entitled as additional security for the payment of the AHP Loan; and together with (d) all separate (non-consolidated) books, records and general intangibles related to the Project LLC Loan, including, but not limited to, all records, files, computer printouts, computer tapes, contracts, closing or settlement sheets, title insurance company reports and policies, documents, and correspondence (the "**General Intangibles**"), and together with (e) any and all extensions, renewals, replacements, or substitutions of or for any of the items described in **Sections 1(a) through 1(d)** above, and together with (f) with respect to any of the items described in **Sections 1(a) through 1(e)** above, any and all proceeds thereof, all monies due or to become due thereunder, and any rights arising therefrom. The foregoing assignment and pledge is in addition to, and not in substitution for or in lieu of, any other assignment, security interest, pledge, or lien granted by Borrower to AHP Lender, as security for the AHP Loan. Effective upon the occurrence and during the continuance of an Event of Default (as such term is defined in the applicable document, subject to applicable notice and cure periods) under any of the AHP Loan Documents, Borrower hereby irrevocably appoints AHP Lender its attorney-in-fact to collect and receive such debt, and to foreclose, enforce, and satisfy the foregoing the same as it might or could have done if this Assignment was not executed.

UNOFFICIAL COPY

2. Representations and Warranties. Borrower represents and warrants to AHP Lender that:

2.1 Borrower is the true and lawful owner of the Collateral, free of all liens and claims whatsoever, other than the security interest hereunder, and has full power, right and authority to execute and deliver this Assignment. The execution and delivery of this Assignment and the performance by Borrower of its obligations hereunder are within Borrower's powers, have been duly authorized by all necessary action, and will not contravene or conflict with any provisions of law or of any agreement binding upon Borrower, and this Assignment is a legal, valid, and binding obligation of Borrower, enforceable in accordance with its terms.

2.2 The Collateral, as of the date hereof, is valid and in good and current standing, not having been altered, amended, changed, terminated, or canceled in any way, and no breach or default exists therein or thereunder. The Collateral represents a bona fide, valid and legally enforceable obligation of the person or entity named therein in accordance with its terms. No payments have been made, collected or remitted under the Collateral in advance of the accrual thereof. No defense, setoff, claim, or counterclaim exists against Borrower that could be asserted against AHP Lender with respect to the Collateral, whether in any proceeding to enforce AHP Lender's interest in the Collateral or otherwise.

2.3 Borrower has furnished to AHP Lender (i) the true, executed original of the Project LLC Note, properly assigned to AHP Lender, and (ii) true and correct copies of the fully executed originals of all other Project LLC Loan Documents; and none of the Project LLC Loan Documents have been amended, modified, or altered, except as disclosed to AHP Lender in writing, and each of the Project LLC Loan Documents remains in full force and effect in accordance with its terms.

2.4 Borrower has not conveyed, transferred, or assigned the Collateral or any of its rights or interest therein and has not executed any other document or instrument that might prevent or limit AHP Lender from operating under the terms, conditions and provisions of this Assignment. Borrower will make no other assignment of the Collateral or of any right or interest therein. To the best of Borrower's knowledge and belief, all of the Collateral complies with and was originated in compliance with all applicable laws, rules, and regulations, including, without limitation, the Equal Credit Opportunity Act, the Real Estate Settlement Procedures Act, and the Truth-in-Lending Act.

2.5 Borrower's exact legal name is correctly set forth in the introductory paragraph of this Assignment. Borrower's correct organizational identification number is correctly set forth in the introductory paragraph of this Assignment. Borrower shall promptly notify AHP Lender (i) of any change of its organizational identification number, or (ii) if Borrower does not now have an organization identification number and later obtains one, of such organizational identification number.

2.6 Borrower's principal place of business and chief executive office, and the place where Borrower keeps its books and records, including recorded data of any kind or

UNOFFICIAL COPY

nature, regardless of the medium of recording including, without limitation, software, and writings, concerning the Collateral, has for the preceding four (4) months (or, if less, the entire period of the existence of Borrower) been and will continue to be (unless Borrower notifies AHP Lender of any change in writing at least thirty (30) days prior to the date of such change) at the address or addresses specified on the signature page of this Assignment.

3. Collection of Payments Under Collateral.

3.1 Unless and until the occurrence of a default or an Event of Default (as defined in the applicable document, subject to applicable notice and cure periods) under any of the AHP Loan Documents, Borrower shall have the right to collect all principal and/or interest payments (if any) coming due under the Project LLC Note.

3.2 Upon the occurrence and during the continuance of an Event of Default (as defined in the applicable documents) under any of the AHP Loan Documents, AHP Lender shall have the right to collect all principal and/or interest payments (if any) coming due under the Project LLC Note, and any other sums due pursuant to the terms of the Project LLC Loan Documents. Borrower hereby authorizes and directs the Project LLC, upon the occurrence of an Event of Default hereunder or a default or an Event of Default (as defined in the applicable document, subject to applicable notice and cure periods) under any of the AHP Loan Documents, and upon written notice by AHP Lender to the Project LLC of such default or Event of Default, to remit directly to AHP Lender all principal and/or interest payments (if any) coming due under the Project LLC Note, and any other sums due pursuant to the terms of the Project LLC Loan Documents and all other amounts payable and/or proceeds arising out of the Collateral.

3.3 Upon the occurrence and during the continuance of an Event of Default (as defined in the applicable documents) under any of the AHP Loan Documents, any principal prepayments made by the Project LLC under the Project LLC Note, and all other amounts payable and/or proceeds arising out of the Collateral (subject to the rights of the holders of the mortgages described in Section 37 of the AHP Mortgage) other than regular principal and interest payments coming due under the Project LLC Note (including, without limitation, insurance proceeds, condemnation awards, and proceeds of any security) shall be remitted directly to AHP Lender. Borrower hereby authorizes and directs the Project LLC, on and after the date of this Assignment, to remit directly to AHP Lender all principal prepayments under the Project LLC Note, and (subject to the rights of the holders of the mortgages described in Section 37 of the AHP Mortgage) all other amounts payable and/or proceeds arising out of the Collateral other than regular principal and interest payments under the Project LLC Note. Written notice to the Project LLC by AHP Lender that a default or an Event of Default under the AHP Loan Documents has occurred is hereby deemed to be conclusive for purposes of this Section, and Borrower hereby authorizes and directs the Project LLC to rely on such written notice. Borrower hereby relieves the Project LLC from any liability to Borrower by reason of the remittance of payments, prepayments, and proceeds directly to AHP Lender, as provided pursuant to this Section.

UNOFFICIAL COPY

3.4 Upon the occurrence and during the continuance of an Event of Default (as defined in the applicable documents) under any of the AHP Loan Documents, in the event Borrower receives any payment, prepayment, or proceeds that should have been remitted directly to AHP Lender pursuant to the terms of this Section, Borrower shall promptly transmit and deliver to AHP Lender, in the form received, all cash, checks, drafts, or other instruments or writings for the payment of money (endorsed, where required, so that such items may be collected by AHP Lender) which may be received by Borrower. Any such items which may be received by Borrower will not be commingled with any other of its funds or property, but will be held upon express trust for AHP Lender.

3.5 AHP Lender shall apply all payments, prepayments, and proceeds received from the Collateral to the payment of the AHP Loan, in such order and manner as the FHLB shall require or AHP Lender in its reasonable discretion may determine; provided, however, that if no amounts are currently due and payable under the AHP Loan, for so long as no default or an Event of Default under the AHP Loan Documents has occurred and is continuing under the AHP Loan Documents, then at Borrower's request, AHP Lender shall hold any such payments, prepayments, and proceeds received as cash collateral for the AHP Loan and shall not apply said proceeds to the outstanding principal balance of the AHP Loan.

4. Undertakings and Agreements of the Borrower.

4.1 Borrower agrees that it will (a) not cause or permit any change to be made in (i) its name, identity, or corporate, partnership, limited liability company, or other entity structure, (ii) its jurisdiction or organization, (iii) its organizational identification number, (iv) its place of business or, if more than one, its chief executive office, or (v) its mailing address, or (vi) any change in the location of any Collateral, unless Borrower shall have notified AHP Lender in writing of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action required by AHP Lender for the purpose of further perfecting or protecting the lien and security interest of AHP Lender in the Collateral, (b) do such acts and things, all as may be necessary or as AHP Lender may from time to time request, to establish and maintain a valid, perfected security interest in the Collateral (free of all other liens, claims and rights of third parties whatsoever) to secure the performance and payment of the AHP Loan, (c) keep, at the address set forth below, or such other address as it notifies AHP Lender of in writing, all its records concerning the Collateral, which records will be of such character and will enable AHP Lender or its designees to determine at any time the status thereof, (d) furnish to AHP Lender such information concerning the Collateral as AHP Lender may from time to time reasonably request, and permit AHP Lender and its designees, from time to time, to inspect, audit and make copies of and extracts from all records and other papers in the possession of Borrower which pertain to the Collateral, and upon the request of AHP Lender, deliver to AHP Lender all such records and papers, (e) not, without the express prior written consent of AHP Lender, enter into any material modification, amendment, or supplement, or execute any waiver, extension, renewal or other agreement with respect to any of the Collateral, (f) not, without the express prior written consent of AHP Lender, sell, assign, exchange, pledge or otherwise transfer,

UNOFFICIAL COPY

encumber, modify, waive, release, diminish, or otherwise impair any of its rights in, to or under any of the Collateral, (g) within five (5) days of AHP Lender's demand therefore, reimburse AHP Lender for all costs and expenses incurred by AHP Lender (i) in seeking to collect or enforce any rights under the Collateral; and (ii) in the case of an Event of Default hereunder, in seeking to collect the AHP Loan and to enforce AHP Lender's rights hereunder, (h) promptly notify AHP Lender of any default or breach of or under the Collateral or of any failure of performance or other condition that, after notice or lapse of time, or both, could become a default or breach under the Collateral.

4.2 Borrower will not commence any action to collect indebtedness under the Project LLC Note or the AHP Mortgage and will not seek to enforce any rights or remedies Borrower may have under the Project LLC Loan Documents, including without limitation a nonjudicial or judicial foreclosure action, without the prior written consent of AHP Lender in its reasonable discretion. If Borrower commences any such collection or other action, (i) such action shall be conducted in a manner satisfactory to AHP Lender, in its reasonable discretion; (ii) all costs and expenses thereof shall be borne solely by the Borrower; and (iii) Borrower will indemnify, defend, and hold AHP Lender harmless for, from, and against all claims, liability, losses, damages, judgments, costs, and expenses arising therefrom or relating thereto. Any monetary proceeds obtained as a result of any such action shall be immediately remitted to AHP Lender in the form received. Any proceeds, property, or other rights or interest obtained as a result of any such action shall immediately be mortgaged, pledged, and assigned to the AHP Lender as further security for the AHP Loan on such terms and conditions as AHP Lender may require in its reasonable discretion.

5. Authorization to File Financing Statements: Power of Attorney. Borrower hereby irrevocably authorizes AHP Lender at any time, and from time to time, to file in any Uniform Commercial Code jurisdiction, any initial financing statements, amendments thereto, and continuation statements with or without signature of Borrower as authorized by applicable law, as applicable to the Collateral. Except to the extent expressly prohibited by applicable law, a carbon, photographic, facsimile, or other reproduction of this Assignment or any financing statement shall be sufficient as a financing statement. For purposes of such filings, Borrower agrees to furnish any information requested by AHP Lender promptly upon request by AHP Lender. Borrower also ratifies its authorization for AHP Lender to have filed any like initial financing statements, amendments thereto, or continuation statements if filed prior to the date of this Assignment. Borrower hereby irrevocably constitutes and appoints AHP Lender and any officer or agent of AHP Lender, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Borrower or in Borrower's own name to execute in Borrower's name any such documents and to otherwise carry out the purposes of this Assignment, to the extent that Borrower's authorization above is not sufficient. To the extent not expressly prohibited by law, Borrower hereby ratifies and affirms all acts said attorneys-in-fact shall lawfully do, have done in the past or cause to be done in the future by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

6. Further Assurances. Borrower will, promptly on request of AHP Lender, (i) correct any defect, error, or omission which may be discovered in the contents, execution, or

UNOFFICIAL COPY

acknowledgment of this Assignment or any other AHP Loan Document; (ii) execute, acknowledge, deliver, procure, and record and/or file such further documents (including, without limitation, further security agreements, financing statements, financing statement amendments, continuation statements, and assignments of rents or leases) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Assignment and the other AHP Loan Documents, to more fully identify and subject to the liens and security interests hereof any property intended to be covered hereby (including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the Collateral) or as deemed advisable by AHP Lender to protect the lien or the security interest hereunder against the rights or interests of third persons and/or to enable AHP Lender to exercise and enforce any of its rights and remedies hereunder with respect to any Collateral, and (iii) provide such certificates, documents, reports, information, affidavits, and other instruments and do such further acts as may be necessary, desirable, or proper in the reasonable determination of AHP Lender to enable AHP Lender to comply with the requirements or requests of any agency having jurisdiction over AHP Lender or any examiners of such agencies with respect to all the indebtedness due under the AHP Loan Documents (the "Indebtedness"), the Borrower, or the Collateral. Borrower shall pay all costs connected with any of the foregoing, which shall be a demand obligation owing by Borrower (which Borrower hereby promises to pay) to AHP Lender pursuant to this Assignment.

7. Events of Default and Remedies.

7.1 The occurrence of any of the following events or conditions shall constitute and is hereby defined to be an "Event of Default" hereunder:

(a) Any Event of Default under the AHP Loan Documents (after giving effect to any applicable notice or cure periods);

(b) Any failure of Borrower to remit to AHP Lender payments, prepayments, or proceeds in accordance with the terms of this Assignment;

(c) Any attachment, garnishment, levy, or execution upon, or judicial seizure of, any portion of the Collateral or any collateral security pledged under the Collateral, or the institution of any legal action or proceedings to enforce a security interest or lien upon any portion of the Collateral or any collateral security pledged under the Collateral, which, not later than fifteen (15) days following AHP Lender's request, shall not be released, paid, bonded, insured, satisfied, vacated or stayed to the satisfaction of AHP Lender, and in any event not later than the fifth (5th) Business Day prior to any sale or seizure of any portion of the Collateral pursuant thereto;

(d) Borrower fails to comply with any provision contained in this Assignment, other than those events referred to in (a) through (c) above and thus set out as separate Events of Default in this Section 9.1, and does not cure that failure either (i) within a period of thirty (30) consecutive days after written notice from AHP Lender (the "**Initial Cure Period**"), or (ii) within ninety (90) days after such written notice, so long as Borrower begins within the Initial Cure

UNOFFICIAL COPY

Period and continues diligently to cure the failure, and AHP Lender, exercising reasonable judgment, determines that the cure cannot be reasonably completed at or before expiration of the Initial Cure Period.

7.2 Upon the occurrence of any Event of Default, and at any time while such Event of Default is continuing, AHP Lender may do one or more of the following:

(a) To the extent that the rights, title and interests covered hereby shall consist of personal property rights and interests, exercise any or all of the remedies of a secured party under the Uniform Commercial Code with respect to such personal property covered hereby. If AHP Lender should proceed to dispose of such personal property in accordance with the provisions of the Uniform Commercial Code, ten (10) days' notice by AHP Lender to Borrower shall be deemed to be commercially reasonable notice under any provision of the Uniform Commercial Code requiring notice.

(b) Exercise any other remedy available at law or in equity.

7.3 The rights, powers and remedies hereunder are cumulative and may be exercised by AHP Lender either independently of or concurrently with any other right, power, or remedy contained herein or in any document executed in connection with the Indebtedness. Without limiting the foregoing, upon an Event of Default, AHP Lender may (i) sell any or all of the Collateral, free of all rights and claims of the Borrower therein and thereto at any public or private sale, and (ii) bid for and purchase any or all of the Collateral or any collateral security pledged under the Collateral at any such public or private sale. Borrower does hereby make, constitute and appoint AHP Lender, and its successors and assigns, as Borrower's agent and true and lawful attorney-in-fact, which appointment is coupled with an interest and irrevocable, in Borrower's name, place and stead, or otherwise, upon an Event of Default hereunder (a) to do all acts and to execute, acknowledge, obtain, and deliver any and all instruments, documents, items, or things necessary, proper or required as a term, condition or provision of the Collateral or in order to exercise any rights of Borrower under the Collateral or to receive and enforce any performance due Borrower under the Collateral, (b) to give any notices, instructions, or other communications to any other parties to the Collateral or to any person or entity in connection therewith, (c) to demand and receive all performances due under or with respect to the Collateral (as provided herein) and to take all lawful ways and means for the enforcement thereof, provided, however, that AHP Lender may not compromise and settle any claim or cause of action in Borrower arising from or related to the Collateral without the written consent of Borrower; and (d) to file any claim or to take any other action or proceeding, either in its own name or in that of its nominee, or in the name of Borrower or otherwise, to enforce performances due under or related to the Collateral or to protect and preserve the right, title and interest of AHP Lender hereunder.

The authority granted pursuant to this **Section 7** may be exercised without any further consent of or notice to Borrower and each person dealing with AHP Lender may rely exclusively on the authorizations contained in this Assignment, including without limitation, this **Section 7**.

UNOFFICIAL COPY

8. **Exercise of Rights.** AHP Lender, by accepting this Assignment, shall not be subject to any obligation or liability under the Collateral, including, without limitation, any duty to perform any of the terms, covenants, conditions, provisions, or agreements thereof, but all such obligations and liabilities, if any, shall continue to rest upon Borrower as though this Assignment had not been made. In addition to all of its other rights hereunder, AHP Lender shall have the right at any time to appear in and defend and be represented by counsel of its own choice in any action or proceeding purporting to affect Borrower's rights under the Collateral or AHP Lender's rights under this Assignment. AHP Lender may exercise any of its rights hereunder by or through agents or employees and shall be entitled to retain counsel and act in reliance of advice of such counsel (including in-house counsel) concerning all matters pertaining to its rights or duties hereunder. Neither AHP Lender nor any director, officer, or employee of AHP Lender shall be liable for any action taken or omitted to be taken by it or them hereunder or in connection herewith except for its or their own gross negligence or willful misconduct. Borrower shall indemnify, defend, and hold AHP Lender, its parent and affiliate companies, and their respective officers, directors, employees, and agents, harmless for, from, and against any and all actual or threatened liabilities, claims, actions, damages (including foreseeable and unforeseeable consequential damages), penalties, costs, expenses, (including attorneys' fees) and losses directly or indirectly arising as a result of or related to the Collateral, this Assignment or the exercise by AHP Lender of any of its rights under this Assignment, including, without limitation, any judgment, amounts paid in settlement, and all costs and expenses, including reasonable attorneys' fees, incurred in defending or settling any action, suit or proceeding in connection with the foregoing. This indemnity will survive the repayment of the AHP Loan. All sums advanced or paid by AHP Lender under the terms hereof, all amounts paid, suffered or incurred by AHP Lender in exercising any authority granted herein, and all other amounts due AHP Lender from Borrower in connection with this Assignment shall be added to the principal balance of the AHP Loan, shall be due and payable by Borrower to AHP Lender immediately upon demand, and shall be secured by all lien and security documents securing the AHP Loan.

9. **Release of Collateral.** This Agreement shall terminate and any remaining Collateral shall be automatically released, without recourse upon, or representation or warranty by AHP Lender, upon the first to occur of (a) the forgiveness of the AHP Loan by AHP Lender, (b) the full and final repayment of the AHP Loan, or (c) the transfer of title to all or any part of the Property (as such term is defined in the AHP Mortgage) at a foreclosure sale under the AHP Mortgage, either pursuant to judicial decree or the power of sale contained in the AHP Mortgage or by deed in lieu of such foreclosure. No additional documentation shall be necessary to effectuate such release, however, if Borrower requests additional documentation of such release and reassignment, such shall be evidenced by documents reasonably acceptable to AHP Lender and shall be without recourse upon, or representation or warranty by AHP Lender.

10. **Arbitration.**

10.1 **Mandatory Arbitration.** Unless expressly prohibited by law, any controversy or claim between or among the parties, including those arising out of or relating to this Assignment or the AHP Loan Documents and any claim based on or arising from an alleged tort, shall at the request of any party be determined by arbitration. The arbitration shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Assignment, and

UNOFFICIAL COPY

under the Commercial Rules of the American Arbitration Association. The arbitrator(s) shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

10.2 Provisional Remedies, Self-Help and Foreclosure. No provision of this **Section 10** shall limit the right of any party to this Assignment to exercise self-help remedies such as setoff, foreclosure against or sale of any real or personal property collateral or security, or obtaining provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of either party to resort to arbitration. At AHP Lender's option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or by judicial foreclosure of the deed of trust or mortgage.

11. Miscellaneous Provisions.

11.1 Other Collateral: No Modification. The taking of this security by AHP Lender shall not effect the release of any other collateral now or hereafter held by AHP Lender as security for the Indebtedness, nor shall the taking of additional security for the Indebtedness hereafter effect a release or termination of this instrument or any terms, conditions or provisions hereof. This Assignment shall not be construed to amend, alter, or in any way modify the terms of the Project LLC Loan Documents. Borrower agrees not to amend, alter, or in any way modify the terms of the Project LLC Loan Documents without the prior written consent of AHP Lender.

11.2 No Waiver: Consents: No Third Parties Benefited. No alleged waiver by AHP Lender shall be effective unless in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by AHP Lender to take action on account of any default of Borrower. Consent by AHP Lender to any act or omission by Borrower shall not be construed as a consent to any other or subsequent act or omission or as a waiver of the requirement for AHP Lender's consent to be obtained in any future or other instance. This Agreement is made and entered into for the sole protection and benefit of AHP Lender and Borrower and their successors and assigns.

11.3 Severability. If any court of competent jurisdiction determines any provision of this Assignment or any of the other Loan Documents to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the AHP Loan Documents.

UNOFFICIAL COPY

11.4 Notices. All notices given under this Assignment shall be in writing and shall be effectively served upon receipt if served by personal delivery or by overnight receipted courier delivery, or if mailed, upon the first to occur of receipt or the expiration of forty-eight (48) hours after deposit in first-class or certified United States mail, postage prepaid, sent to the party at its address appearing below its signature. Addresses for notice may be changed by either party by notice to the other party in accordance with this section.

11.5 Further Performance. Borrower and AHP Lender, whenever and as often as they shall be requested by the other party, shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered to the requesting party, such further instruments and documents, and do any and all things as may be requested, in order to carry out the intent and purpose of this Assignment.

11.6 Attorneys' Fees. If any lawsuit or arbitration is commenced which arises out of, or which relates to this Assignment, the AHP Loan Documents or the Loan, including any alleged tort action, regardless of which party commences the action, the prevailing party shall be entitled to recover from each other party such sums as the court or arbitrator may adjudge to be reasonable attorneys' fees in the action or proceeding, in addition to costs and expenses otherwise allowed by law.

11.7 Successors and Assigns. The terms of this Assignment shall bind and benefit the legal representatives, successors, and assigns of the parties; provided, however, that Borrower may not assign its obligations under this Assignment without the prior written consent of AHP Lender. Upon any transfer of its rights under this Assignment, AHP Lender shall make commercially reasonable efforts to provide notice to Borrower of such transfer at the address set forth below; provided, however, that failure to give such notice shall have no effect on the validity of such transfer.

11.8 Survival. The representations, warranties, acknowledgments and agreements set forth herein shall survive the date of this Assignment.

11.9 Governing Law. This Assignment shall be governed by the laws of the State of Illinois, without regard to the choice of law rules of that State, except to the extent that any of such laws may now or hereafter be preempted by Federal law.

11.10 Time is of the Essence. Time is of the essence of this Assignment and each and every term hereof.

11.11 Recitals. The Recitals to this Assignment set forth above are true, complete, accurate and correct and such recitals are incorporated hereby by reference.

11.12 Counterparts. This Assignment may be executed in counterparts, and all counterparts constitute but one and the same document.

11.13 Filing as a Financing Statement. At the option of AHP Lender, this Assignment, or a carbon, photographic, or other reproduction of this Assignment or of any Uniform Commercial Code financing statement covering the Collateral (or any

UNOFFICIAL COPY

portion thereof) shall be sufficient as a Uniform Commercial Code financing statement and may be filed as such.

11.14 This Assignment is subject to further changes and revisions consistent with the AHP Requirements (as that term is defined in the Rider to Mortgage attached to the AHP Mortgage) of the Federal Home Loan Bank in effect at the time the proceeds of the direct subsidy are disbursed.

(Signature on following page)

Property of Cook County Clerk's Office

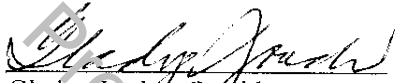
UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower and AHP Lender have executed this Assignment as of the date first above written.

“**BORROWER**,” as Lender under the AHP Mortgage

THE INTERFAITH HOUSING DEVELOPMENT CORPORATION OF CHICAGO,
an Illinois not-for-profit corporation

By:


Gladys Jordan, President

Address:

219 W. Chicago, Suite 400
Chicago, Illinois 60654

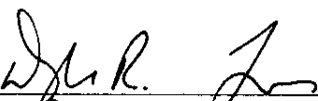
Property of Cook County Clerk's Office

UNOFFICIAL COPY

"AHP LENDER"

CITIBANK, N.A.

a national banking association

By: 
Name: Douglas Keezer
Title: Vice President

Address for notices to AHP Lender:

390 Greenwich Street, 2nd Floor
New York, New York 10013
Attention: Desk Head, Transaction Management Group

Property of Cook County Clerk's Office

UNOFFICIAL COPY

The undersigned Project LLC acknowledges and consents to the provisions of the foregoing Assignment:

"PROJECT LLC"

JEFFERY TOWERS LLC,
an Illinois limited liability company

By: The Interfaith Housing Development Corporation of Chicago,
an Illinois not-for-profit corporation,
its Manager

By: 
Gladys Jordan, President

Address for Notices to Borrower:

219 W. Chicago, Suite 400
Chicago, Illinois 60654

UNOFFICIAL COPY

Exhibit A to COLLATERAL ASSIGNMENT OF LOAN, LOAN RIGHTS, AND LOAN DOCUMENTS dated for reference purposes as of May 1, 2015, by The Interfaith Housing Development Corporation of Chicago, an Illinois not-for-profit corporation, as "Borrower" and Citibank,, N.A. a national banking association, as "AHP Lender".

DESCRIPTION OF PROPERTY

That certain real property located in the City of Chicago, County of Cook, State of Illinois, more particularly described as follows:

LOTS 5, 6, 7, 8 AND 15 IN BLOCK 16 IN JACKSON PARK HIGHLANDS, A SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN's:

20-24-325-008

20-24-325-011

Address:

7020 S. Jeffery Boulevard
Chicago, IL