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**THIS INSTRUMENT WAS PREPARED
BY AND AFTER RECORDING RETURN**

TO: Karri E. Kartes
Illinois Housing Development Authority
401 N. Michigan Ave., Ste 700
Chicago, Illinois 60611
Permanent Index Tax
Identification No(s):
13-35-417-078-1006
Property Address:
1756 North Kedzie Avenue, Unit #F
Chicago, Illinois 60647
STF-2037-07

Doc#: 1524619124 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/03/2015 02:41 PM Pg: 1 of 10

764880.6

ASSIGNMENT AND ASSUMPTION OF
SECOND MORTGAGE, NOTE,
AND OTHER DOCUMENTS

This **ASSIGNMENT AND ASSUMPTION OF SECOND MORTGAGE, NOTE, AND OTHER DOCUMENTS** (this "Assignment") is made as of this 6th day of August, 2015, by and among **NADIA S. STEWART and DARYL J. STEWART** (the "Assignors"), individuals residing at 1756 North Kedzie Avenue, Unit #F, Chicago, Illinois 60647, **JOSHUA J. BLACKBURN and KAREN BLACKBURN** (collectively, the "Assignees"), individuals residing at 2842 N Whipple St, Chicago IL 60618, and the **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 loan (the "Loan") to the Assignor under the Illinois Affordable Housing Program (the "Trust Fund"), as that program is authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 et seq., as amended from time to time (the "Trust Fund Act"), and the rules promulgated under the Trust Fund Act, as amended and supplemented, all as may be amended and supplemented from time to time, in the original principal amount of Forty Thousand and No/100 Dollars (\$40,000.00) for the purchase of a single-family residence 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 "Home". The Loan is evidenced by a Note dated August 26, 2008 (the "Note"). The Loan is secured by a Second Mortgage on the Home dated August 26, 2008 (the "Second Mortgage") and recorded as document number 0824933059 on September 5, 2008 in the Cook County Recorder's Office (the "Recorder's Office").

B. The Assignor desires to sell the Home to the Assignees (the "Transfer").

C. It is a condition of the Authority's approval of the Transfer, among other things, that the Assignor assigns, and that the Assignees assume, the Assignors obligations under the Note,

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the Second Mortgage and all security agreements and any other documents, evidencing, governing or securing the indebtedness evidenced by the Note and secured by the Second Mortgage (the "Indebtedness") or ancillary to the Loan transaction (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 Assignor assigns and transfers to the Assignees, their successors and assigns all of Assignor's rights, duties, obligations and interest under the Note, the Second Mortgage and the Other Documents.
3. **Assumption.** The Assignees, for themselves, their successors and assigns accept the assignment of the Note, the Second Mortgage and the Other Documents and agree to be bound by and perform all of the obligations of the Assignor under the Note, the Second Mortgage and the Other Documents as though the Note, the Second Mortgage and the Other Documents had been originally made, executed and delivered by the Assignees.
4. **Approval of Transfer and Release of Assignor.** The Authority approves the Transfer and releases and discharges the Assignor from its obligations under the Note, the Second Mortgage 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 Assignor's failure to have faithfully discharged all of its duties and obligations under the Note, the Second Mortgage and the Other Documents prior to the date of this Assignment.
5. **Full Force and Effect.** All of the terms and conditions of the Note, the Regulatory Agreement and the Other Documents shall remain in full force and effect as to the Assignees. The Home shall remain subject to the lien of the Second Mortgage and nothing in, or done pursuant to, this Assignment shall affect or be construed to affect the liens, charges or encumbrances of the Second Mortgage or its priority.
6. **Amendment of Assignment.** This Assignment shall not be altered or amended without the prior written approval of all of the parties to it.
7. **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.
8. **Successors.** Subject to the provisions of **Paragraph 6** hereof, this Assignment shall

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bind, and the benefits shall inure to, the parties to this Assignment, their legal representatives, successors in office or interest and assigns; however, the Assignees may not assign this Assignment, or any of their obligations under this Assignment, without the prior written approval of the Authority.

9. 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.

10. 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 Assignor: Nadia S. Stewart and Daryl J. Stewart
1456 N. Kedzie Apt 3F
Chicago IL 60651
- (b) If to the Assignees: Joshua J. Blackburn and Karen Blackburn
1756 N Kedzie Ave, Unit F
Chicago IL 60647
- (c) If to the 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. Subordination. This Assignment, the Second Mortgage, and any and all documents securing the Second Mortgage shall be subject and subordinate in all respects to that certain mortgage dated as of August 10, 2015 between the Assignees and Neighborhood Lending Services (the "Senior Lender"), recorded in the Recorder's Office (the "Senior Mortgage"), securing a loan in the original principal amount of \$150,807.00.

[SIGNATURES ARE ON THE FOLLOWING PAGE.]

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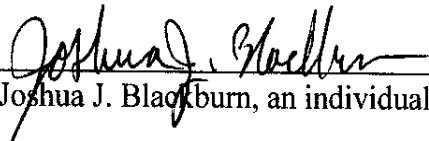
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

ASSIGNORS:


Nadia S. Stewart, an individual

Daryl J. Stewart, an individual

ASSIGNEES:



Joshua J. Blackburn, an individual



Karen Blackburn, an individual

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

ASSIGNORS:

Nadia S. Stewart
Nadia S. Stewart, an individual

Daryl J. Stewart
Daryl J. Stewart, an individual

ASSIGNEES:

Joshua J. Blackburn, an individual

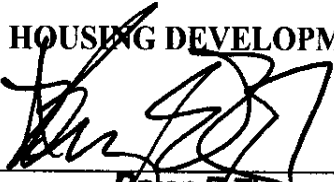
Karen Blackburn, an individual

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CONSENTED TO:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: 
Printed Name: Bryan E Ziss
Its: Assistant Executive Director

he

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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 **NADIA S. STEWART**, 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 she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of August, 2015.



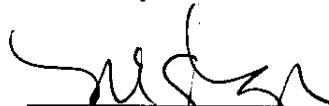
Notary Public



STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that **DARYL J. STEWART**, 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 signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of August, 2015.



Notary Public

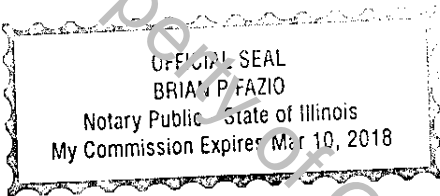


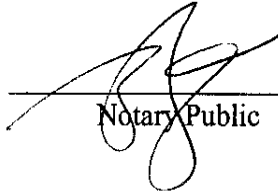
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STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that **JOSHUA J. BLACKBURN**, 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 signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of August, 2015.



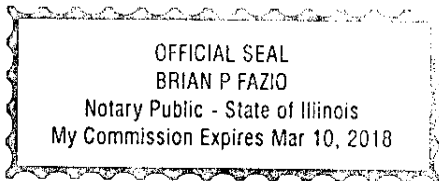


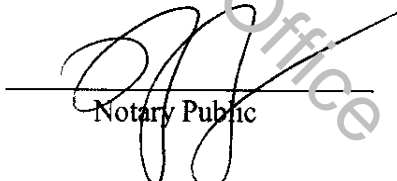
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that **KAREN BLACKBURN**, 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 signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of August, 2015.





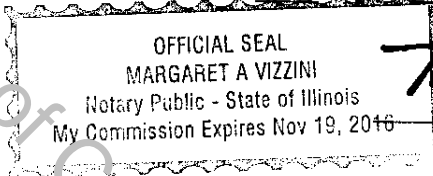
Notary Public

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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 **Bryan E Zises**, the ~~Assistant Executive Director~~ **Assistant Executive Director** of **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~~ **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 6th day of August, 2015.



Margaret A. Vizzini
 Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

UNIT F IN THE KEDZIE TOWNSHOMES CONDOMINIUM ASSOCIATION AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1: LOTS 1 AND 2 IN SUBDIVISION OF THAT PART SOUTH OF THE RAILROAD RIGHT OF WAY OF LOTS 1 AND ALL OF LOTS 2, 3, 5, 6, 7 AND 8 OF BLOCK 13 OF E. SIMON'S SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS AND

PARCEL 2: "ALL OF THAT PORTION OF THE SOUTH 28.0 FEET OF THE NORTH 50.0 FEET OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH IS NOT AT PRESENT DEDICATED AS A PUBLIC STREET LYING BETWEEN THE NORTHERLY EXTENSIONS OF THE WEST AND EAST LINE OF LOT 1 IN BLOCK 143 IN E. SIMON'S SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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