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Doc#: 1532744091 Fee: \$50.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 11/23/2015 04:52 PM Pg: 1 of 7

MEMORANDUM OF

ASSIGNME, T AND ASSUMPTION OF LEASE AND LANDLORD CONSENT

This Memorandum of Assignment and Assumption of Lease and Landlord Consent ("Memorandum") is entered into as of the 23rd day of November, 2015, by and among, HOUSING AUTHORITY OF CCOK COUNTY, a municipal corporation ("Landlord"), NEW FOUNDATION CENTER, INC., ar Illinois not-for-profit corporation ("Assignor") and NORTH SUBURBAN HOUSING, LLC, an Illinois limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein as "Tenant," as the context requires.

RECITALS:

- A. Landlord and Assignor are parties to that certain Ground Lease dated as of November 25, 2015 (the "Lease"), with respect to that certain real property with a street address of 9238 Gross Point Road, Skokie, IL 60077, commonly known as the Armond King Apartments, as legally described on Exhibit A attached hereto and made a part hereof (the Property).
- B. Landlord, Assignor and Assignee desire to record this Memorandum in lieu of recording the Assignment and Assumption of Lease and Landlord Consent ('Assignment') itself for the purpose of placing the public on notice of inquiry that the Property is subject to the terms and conditions of the Assignment, the provisions thereof material to this Memorandum being incorporated herein and made a part hereof by reference.

Without limitation, the Assignment contains the following covenants and agreements between Landlord and Tenant, to-wit:

1. Assignment and Assumption of Lease. Assignee will assume the obligations and rights of the Lease as though effective as of 12:01 a.m. (Chicago, Illinois time) on November 23, 2015 (the "Effective Date"). Assignor hereby assigns to Assignee all of Assignor's right, title and interest as Tenant in and to the Lease and the Premises, and conveys to Assignee all leasehold improvements and fixtures located in or upon the Premises, effective as of the Effective Date.

Bow 1

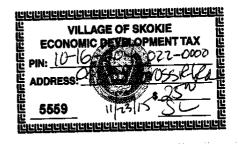
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2. <u>Confirmation and Republication; Integration</u>. As amended hereby, the Lease is hereby ratified, confirmed and republished, and all of the terms, provisions and conditions of the Lease shall remain in full force and effect and shall continue to be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

3. Miscellaneous.

- (a) Nothing contained in this Memorandum shall change, modify, amend, limit or affect any of the terms or provisions of the Assignment or the rights, duties and obligations of Landlord and Tenant thereunder, all of which remain in full force and effect.
- (b) This Memorandum shall automatically terminate, without the necessity of the execution of any further document or instrument, upon the date of termination or expiration of the Lease (or of l'exant's right to possession thereunder, whichever occurs first).
- (c) This Memorandum is binding on and shall inure the benefit of the parties and their respective heirs, executors, personal representatives, successors and assigns and shall be appurtenant to and shall run with the land.
- (d) This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (e) This Memorandum is not a complete summary of the Assignment and accordingly, Landlord and Tenant agree that this Memorandum shall not be used in interpreting the Assignment and that, in the event of any conflict between the terms of this Memorandum and the terms of the Assignment, the terms of Assignment shall control.

[Signature pages follow]



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IN WITNESS WHEREOF, this Memorandum of Ground Lease is executed as of the date first above written.

Landlord:

HOUSING AUTHORITY OF COOK COUNTY, an Illinois municipal corporation

By:

Richard J. Menocchio, Executive Director

STATE OF ILLINOIS

COUNTY OF COOK

)SS.

I, Joseph Charles, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard J. Monocchio, the Executive Director of the Housing Authority of Cook County, an Illinois municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Director, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act and as the free and voluntary act of said municipal corporation, for the uses purposes therein set forth.

GIVEN under my hand and official seal this 23rd day of november, 2015.

OFFICIAL SEAL JOS C FARWELL NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 10/16/18

Notary Public

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Assignor:

NEW FOUNDATION CENTER, INC.

STATE OF ILLINOIS)SS. COUNTY OF COOK

I, Joseph C. Facult, the undersigned, a Notary Public, in and for the County and State aforesaid, do certify that Susan Shimon, the Executive Director of the sole member of New Foundation Center. Jac., an Illinois not-for-profit corporation ("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 she signed and delivered the said instrument on behalf of the Company, as the free and voluntary act of such person and the free and voluntary actual deed of the Company, for the uses and purposes Janual Januar Contraction of the therein set forth.

GIVEN under my hand and official seal this 23th day of Moulember, 2015.

OFFICIAL SEAL JOS C FARWELL

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Assignee:

NORTH SUBURBAN HOUSING, LLC, an Illinois limited liability company

By: One Vision Housing II, LLC, its Manager

Housing Authority of Cook County,

STATE OF ILLINOIS

COUNTY OF COOK

As House.

By: Mhan,
Richard J. Monocchio
Its: Executive Director I, <u>Tosth C. Fared</u>, the undersigned, a Notary Public, in and for the County and State aforesaid, do certify that Richard J. Monocchio, the Manager of the sole member of North Suburban Housing, LLC, an Illinois limited liability company ("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 he signed and delivered the said instrument on behalf of the Company, as the free and voluntary act of such person and the free and voluntary act and deed of the Company, for the uses and purposes therein set forth. GIVEN under my hand and official seal this 23d day of November_, 2015.

Notary Public January

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ACKNOWLEDGED AND APPROVED:

U.S. Department of Housing and Urban Development

Its: Deputy Director Office of Pecopitatization

DISTRICT OF COLUMBIA
STATE OF _______)
SS.
COUNTY OF

I, MANGE 14ABA, the undersigned, a Notary Public, in and for the County and State aforesaid, do certify that <u>Terries & Living</u>, the <u>heary based</u> of the United States Department of Housing and Urban Development, a division of the United States Federal Government ("Department") 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 (s)he signed and delivered the said instrument on behalf of the Department, as the free and voluntary act of such person and the free and voluntary act and deed of the Department, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 19 day of Wovember 2015

Motary Public

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EXHIBIT A LEGAL DESCRIPTION OF THE REAL ESTATE Armond King Apartments

Street Address: 9238 Gross Point Road, Skokie, Illinois 60077

PIN: 10-16-204-022-0000

THAT PART OF THE NORTH EAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF LAMON AVENUE EXTENDED FROM CHURCH STREET, DESCRIBED AS FOLLOWS: COMMENCING AT A STAKE AT THE INTERSECTION OF THE CENTER LINE OF THE ROAD FROM GROSS POINT TO NILES WITH THE NORTHERLY LINE OF CHARLES ODE'S TEN ACRE TRACT AND DISTANT NORTH 52 DEGREES WEST FROM THE SOUTH LINE OF THE NORTH EAST QUARTER OF SECTION 16, AFORESAID, 4 CHAINS AND 53 LINKS; RUNNING THENCE ALONG THE CENTER LINE OF SAID ROAD NORTH 36 DEGREES AND 45 MINUTES LAST A DISTANCE OF 2 CHAINS AND 68 LINKS; THENCE NORTH 36 DEGREES WEST A DISTANCE (JF 23 CHAINS AND 41 LINKS TO THE EAST LINE OF CHARLES ODE'S SEVEN ACRE TRACT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF TRACT AND PARALLEY WITH THE WEST LINE OF THE EAST HALF OF THE NORTH EAST OUARTER OF SAID SECTION 16. A DISTANCE OF 11.0 CHAINS AND 28 LINKS; THENCE SOUTH 52 DEGREES EAST A DISTANCE OF 15 CHAINS AND 70 LINKS TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWESTERLY 10 0 ACRES OF LOT 3 IN COUNTY CLERK'S DIVISION OF THE TOWN OF NILES (EXCEPT THE SOUTHEASTERLY 40.0 FEET THEREOF AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTH CORNER OF THE ABOVE DESCRIBED PREMISES; THENCE SOUTH 0 DEGREES 05 MINUTES 00 SECONDS EAST 419.18 FEET TO THE SOUTHWESTERLY LINE OF SAID PREMISES, THI NCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST 272.48 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID PREMISES; THENCE NORTH 36 DEGREES WEST 228.30 FEET TO THE POINT OF BEGINNING); ALL IN COOK COUNTY, ILLINOIS.

Also Known As:

THAT PART OF THE NORTH EAST QUARTER OF SECTION 16, TO WNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF LAMON AVENUE EXTENDED FROM CHURCH STREET, DESCRIBED AS FOLLOWS: COMMENCING AT A STAKE AT THE INTERSECTION OF THE CENTER LINE OF THE ROAD FROM GROSS POINT TO NILES WITH THE NORTHERLY LINE OF CHARLES ODE'S TEN ACRE TRACT AND DISTANT NORTH 52 DEGREES WEST FROM THE SOUTH LINE OF THE NORTH EAST QUARTER OF SECTION 16, AFORFSAID, 298.98 FEET; RUNNING THENCE ALONG THE CENTER LINE OF SAID ROAD NORTH 36 DEGREES AND 45 MINUTES EAST A DISTANCE OF 176.88 FEET; THENCE NORTH 36 DEGREES WEST A DISTANCE OF 1545.06 FEET, TO THE EAST LINE OF CHARLES ODE'S SEVEN ACRE TRACT; THENCE SOUTH DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF TRACT AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTH EAST QUARTER OF SAID SECTION 16, A DISTANCE OF 744.48 FEET; THENCE SOUTH 52 DEGREES EAST A DISTANCE OF 1036.20 FEET TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWESTERLY 10.0 ACRES OF LOT 3 IN COUNTY CLERK'S DIVISION OF THE TOWN OF NILES (EXCEPT THE SOUTHEASTERLY 40.0 FEET THEREOF AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTH CORNER OF THE ABOVE DESCRIBED PREMISES; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 419.18 FEET TO THE SOUTHWESTERLY LINE OF SAID PREMISES, THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST 272.48 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID PREMISES; THENCE NORTH 36 DEGREES WEST 228.30 FEET TO THE POINT OF BEGINNING); ALL IN COOK COUNTY, ILLINOIS.