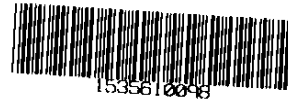


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**THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:**

**Jolyn R. Heun
Illinois Housing Development Authority
401 N. Michigan Ave., Suite 700
Chicago, Illinois 60611**

**Doc#: 1535610098 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/22/2015 05:01 PM Pg: 1 of 9**

**Property Address:
712 W. Diversey
Chicago, Illinois 60614**

**Property Identification No(s):
14-28-115-042, 40, 486**

**HTF-508
40016836 (8DF17)**

ASSIGNMENT AND ASSUMPTION OF REGULATORY AGREEMENT

This **ASSIGNMENT AND ASSUMPTION OF REGULATORY AGREEMENT** (this "Assignment") is made as of this 22 day of December, 2015, by and among **DIVERSEY NEIGHBORHOOD DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation (the "Seller"); **DIVERSEY LIMITED PARTNERSHIP**, an Illinois limited partnership (the "Buyer"); and the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority"), a body politic and corporate established by and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended (the "Act"), having its principal office

RECITALS

A. The Seller is the fee owner of certain real property upon which a multi-family housing development has been constructed, legally described in **Exhibit A** attached to and made a part of this Assignment (the "Real Estate"), located at 712 W. Diversey, Chicago, Illinois. The Real Estate and the improvements constructed on it are collectively referred to in this Assignment as the "Development."

B. The Authority and the Seller have previously entered into a Regulatory Agreement (the "Regulatory Agreement") dated December 23, 1996 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 96965721 on December 23, 1996, in connection with the Development.

C. The Seller desires to transfer, assign, and convey to the Buyer all of the Seller's right, title and interest in the Development to Buyer and be released from its obligations under the Regulatory Agreement (the "Transfer").

D. The Buyer desires to (i) purchase from the Seller all of the Seller's right, title and interest in the Development (ii) assume the Regulatory Agreement and (iii) perform all of the Seller's obligations under the Regulatory Agreement.

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E. 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 Regulatory Agreement.

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 recitals set forth above are incorporated into this Assignment by this reference.

2. **Assignment**. The Seller assigns and transfers to the Buyer, its successors and assigns all of its rights, duties, obligations and interest under the Regulatory Agreement.

3. **Acceptance of Assignment**. The Buyer, for itself, its successors and assigns, agrees to be bound by all of the terms, conditions, obligations and restrictions set forth in the Regulatory Agreement, to the same extent and on the same terms as the Seller; however, the Buyer shall not be so obligated with respect to matters that occurred or arose prior to the date of this Assignment. It is the intent of the parties that, as of the date of this Assignment, the Buyer now be treated as the owner of the Development under the terms of the Regulatory Agreement.

a. In paragraph 3(b) of the Regulatory Agreement, the Buyer has executed a new Tenant Selection Plan, approved by the Authority, and dated December 10, 2015 (as amended from time to time with the prior written consent of the Authority) and agrees to abide by the terms and conditions contained therein.

b. In paragraph 3(c) of the Regulatory Agreement, the Buyer has executed a new Affirmative Fair Housing Marketing Plan, approved by the Authority, and dated November 30, 2015 (as amended from time to time with the prior written consent of the Authority) and agrees to abide by the terms conditions and obligations contained therein.

4. **No Release**. 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 responsibilities under the Regulatory Agreement prior to the date of this Assignment. However, the Seller shall have no obligation for the performance of any rights, duties and obligations that accrue under the Regulatory Agreement, as amended by this Assignment, subsequent to the date of this Assignment.

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

6. **Partial Invalidity**. If a court of competent jurisdiction determines that any term,

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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.

7. **Successors.** Subject to the provisions of **Paragraph 5** 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.

8. **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.

9. **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: Diversey Neighborhood Development Corporation
208 S. LaSalle St., Suite 1300
Chicago, Illinois 60604
- (b) If to the Buyer: Diversey Limited Partnership
c/o Diversey GP, NFP
208 S. LaSalle Street, Suite 1300
Chicago, Illinois 60604
- (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.

10. **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

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

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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:

DIVERSEY NEIGHBORHOOD DEVELOPMENT CORPORATION

an Illinois not-for-profit corporation

By: Michael Goldberg
Name: Michael Goldberg
Its: Secretary

BUYER:

DIVERSEY LIMITED PARTNERSHIP,

an Illinois limited partnership

By: Diversey GP, NFP,
an Illinois not for profit corporation
its general partner

By: Michael Goldberg
Michael Goldberg, Secretary

CONSENTED TO:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Printed Name: _____
Its: _____

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

SELLER:

DIVERSEY NEIGHBORHOOD DEVELOPMENT CORPORATION
an Illinois not-for-profit corporation

By: _____
Name: _____
Its: _____

BUYER:

DIVERSEY LIMITED PARTNERSHIP,
an Illinois limited partnership

By: Diversey GP, NFP,
an Illinois not for profit corporation
its general partner

By: _____
Michael Goldberg, Secretary

CONSENTED TO:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Printed Name: **Bryan E Zises**
Its: **Executive Director**

jr

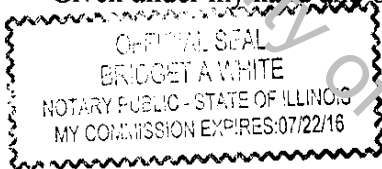
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Diversey Neighborhood
Development
Corp.

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Michael Goldberg, personally known to me to be the secretary of Diversey Neighborhood 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 in his capacity as the secretary of Diversey Neighborhood, as Diversey Neighborhood Development Corp. his free and voluntary act and deed and as the free and voluntary act and deed of corp., the General Partner of Diversey Limited Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this 22 day of Dec., 2015.

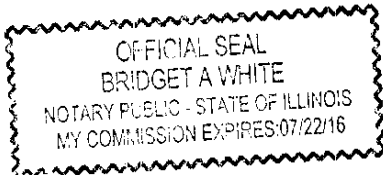


Bridget A. White
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Michael Goldberg, personally known to me to be the secretary of Diversey GP NFP 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 in his capacity as secretary of Diversey GP NFP as his free and voluntary act and deed and as the free and voluntary act and deed of corp for the uses and purposes therein set forth.

Given under my hand and official seal this 22 day of December, 2015.



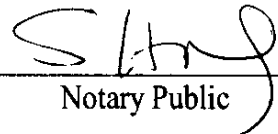
Bridget A. White
Notary Public

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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 Zisag~~, personally known to me to be the ~~Executive Director~~ of ILLINOIS HOUSING DEVELOPMENT AUTHORITY and 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/she signed and delivered the said instrument as his/her capacity as ~~Executive Director~~ of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY as his/her 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 2nd day of December, 2015.



 Notary Public

CLERK'S OFFICE OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A LEGAL DESCRIPTION

THE EAST ONE FOOT OF LOT 20 AND ALL OF LOTS 21, 22 AND 23 IN WARNERS SUBDIVISION OF LOTS 17 AND 18 IN BICKERDIKE AND STEELE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address:
712 W. Diversy
Chicago, Illinois 60614

Property Identification No(s):
14-28-115-042, vol. 480

Property of Cook County Clerk's Office