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Doc#: 1613745031 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/16/2016 02:02 PM Pg: 1 of 10

**THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:**

Crystal Maher
Senior Counsel
City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated May 4, 2016 (the "Effective Date"), is entered into by and between Hyde Park Redevelopment Associates Limited Partnership, an Illinois limited partnership ("Assignor"), and Hyde Park Apartments LLC, an Illinois limited liability company ("Assignee") with reference to the following:

COOK COUNTY

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RECITALS:

A. As of the Effective Date, Assignee is acquiring from Assignor that certain real property located within the City of Chicago, Illinois, as more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

B. The Property is encumbered by that certain (i) Land Use Restriction Agreement by and among the City of Chicago (“**City**”), BNY Midwest Trust Company, predecessor to The Bank of New York Mellon Trust Company, N.A., as trustee (“**Trustee**”), and Assignor dated as of June 1, 2003, and recorded with the Cook County Recorder on June 26, 2003 as Document No. 0317739018 (the “**LURA**”), and (ii) Regulatory Agreement by and between the City and Assignor dated as of June 1, 2003, and recorded on June 26, 2003 as Document No. 0317739017 (the “**Regulatory Agreement**”; together with the LURA, the “**Restrictive Covenants**”).

C. Assignor desires to transfer to Assignee all of Assignor’s right, title and interest in and to, and obligations under, the Restrictive Covenants, and Assignee desires to accept such assignment from Assignor and to assume and be bound by all of the terms and conditions of the Restrictive Covenants, all as of the Effective Date.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns, conveys, transfers and sets over unto Assignee, any and all right, title and interest of Assignor in and to, and all duties and obligations of Assignor under, the Restrictive Covenants.

2. Assumption. By its execution of this Assignment, Assignee agrees to be bound by, assume and perform all duties and obligations of Assignor under the Restrictive Covenants first accruing after the Effective Date.

3. Assignor’s Indemnification. Assignor shall indemnify and hold harmless Assignee for, from, and against any and all loss, cost, damage, claim, liability or expense, including court costs and reasonable attorneys’ fees, accruing under or in connection with the Restrictive Covenants, including without limitation as a result of any breach by Assignor of the Restrictive Covenants, prior to the Effective Date.

4. Assignee’s Indemnification. Assignee shall indemnify and hold Assignor harmless for, from, and against any and all loss, cost, damage, claim, liability or expense, including court costs and reasonable attorneys’ fees, first accruing under or in connection with the Restrictive Covenants, including without limitation as a result of any breach of the Restrictive Covenants by Assignee, on or after the Effective Date.

5. No Claims, Etc. Except for claims arising prior to the Effective Date, the Assignee acknowledges and warrants that it claims no defense, right of offset, or counterclaim

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against enforcement of the LURA or the Regulatory Agreement and has no other claim against the City.

6. Enforceability. If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid, and enforceable.

7. No Personal Liability of City Officials. The Assignor and Assignee expressly agree that no member, official, employee or agent of the City shall be individually or personally liable to the Assignor or the Assignee or any of their successors or assigns, in connection with the City's acknowledgement of and consent to this Agreement.

8. Recordation. This Agreement shall be recorded against the Property in the Office of the Cook County Recorder of Deeds at the expense of the Assignee.

9. Notices. Any notice to be provided to the Assignor under the LURA and the Regulatory Agreement shall instead be addressed as follows:

Hyde Park Apartments LLC
86 Rt. 59 E
Spring Valley, New York 10977
Attention: Moshe Eichler

10. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its conflict of laws principles.

11. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

[Signature page follows]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date first set forth above.

ASSIGNOR:

HYDE PARK REDEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP,
an Illinois limited partnership

BY: DRE INC.,
an Illinois corporation, its general partner

BY: Dennis R. Egidi
Dennis R. Egidi, President

ASSIGNEE:

HYDE PARK APARTMENTS LLC,
an Illinois limited liability company

BY: _____
Moshe Eichler, Managing Manager

ACKNOWLEDGED AND CONSENTED TO:

CITY OF CHICAGO

By: _____
David L. Reifman, Commissioner
Department of Planning and Development

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an Illinois limited partnership

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an Illinois corporation, its general partner

BY: _____
Dennis K. Egidi, President

ASSIGNEE:

HYDE PARK APARTMENTS LLC,
an Illinois limited liability company

BY: _____
Moshe Eichler, Managing Manager

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an Illinois limited liability company

BY: _____
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David L. Reifman, Commissioner
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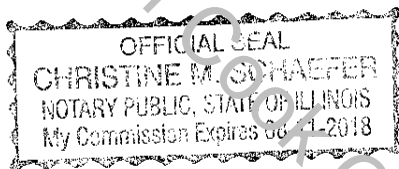
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STATE OF ILLINOIS)
)
 COUNTY OF ~~COOK~~)
 Lake

SS

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Dennis R. Egidi, personally known to me to be the President of DRE, Inc., (the "General Partner"), an Illinois corporation and general partner of Hyde Park Associates Limited Partnership (the "Assignor"), an Illinois limited partnership, 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 as such President, he signed and delivered the said instrument pursuant to authority given by the General Partner as his free and voluntary act, and as the free and voluntary act and deed of the General Partner and the Assignor for the uses and purposes therein set forth.

Given under my hand and official seal this 4th day of May, 2016.



Christine M. Schaefer
 Notary Public

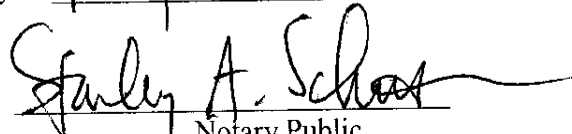
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STATE OF NEW YORK)
) SS
COUNTY OF ROCKLAND)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Moshe Eichler, personally known to me to be the Managing Member of Hyde Park Apartments LLC (the "Assignee"), an Illinois limited liability 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 as such Managing Member, he signed and delivered the said instrument pursuant to authority given by the Assignee as his free and voluntary act, and as the free and voluntary act and deed of the Assignee for the uses and purposes therein set forth.

Given under my hand and official seal this 2 day of May, 2016.


Notary Public

STANLEY SCHUTZMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02SC6102317
Qualified in Orange County
My Commission Expires December 01, 2019

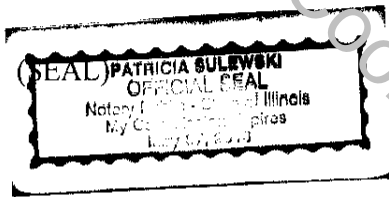
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that David L. Reifman, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") 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 as such Commissioner, he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on May 4, 2016.



Patricia Sulewski

Notary Public

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EXHIBIT A

THE PROPERTY

LEGAL DESCRIPTION

LOT 7 AND THE NORTH 22 FEET OF LOT 8 IN BLOCK 30 IN HYDE PARK SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 5330 South Harper Avenue
Chicago, Illinois

Permanent Index No.: 20-11-417-019-0000

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