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HIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Jolyn R. Heun

Illinois Housing Development Authority

111 E. Wacker Drive, Suite 1000

Chicago, Illinois 60601

PIN:

See Exhibit A

Property Address:

5644-5656 W. Washington

114 N. Parkside

124 N. Parkside

Chicago, Illinois

Record and Return to:
Madison Title Agency, LLC
National Commercial Dept

HTF-689

1125 Ocean Avenue

Lakewood, NJ 08701

MTA 118 900-07



1734844039

Doc# 1734844039 Fee \$58.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/14/2017 12:23 PM PG: 1 OF 11

ASSIGNMENT AND ASSUMPTION OF REGULATORY AND LAND USE RESTRICTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF REGULATORY AND LAND USE RESTRICTION AGREEMENT (this "Assignment") is made as of this 30th day of November, 2017, by and among MID-CITY APARTMENTS, LLC, an Illinois limited liability company (the "Assignor"); 5644 W WASHINGTON BLVD HOLDINGS LLC, ~~an Illinois~~ ^{* A Delaware} limited liability company (the "Assignee"); 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").

* A Delaware

RECITALS

A. The Authority previously made a mortgage loan ("Loan") to Faith Residences 1996 Limited Partnership ("Faith Residences") for the permanent financing of a multi-family housing development located on the real estate (the "Real Estate") legally described on Exhibit A to this Assumption and made a part of it. The Real Estate and the improvements located on it are collectively referred to in this Assumption as the "Development."

B. The Authority subsequently assigned the Loan to Community Investment Corporation ("CIC"), and as a condition of the sale, CIC entered into a Regulatory and Land Use Restriction Agreement on the Development dated May 21, 2008 (the "Regulatory Agreement") and recorded as document number 0826740146 on September 23, 2008 in the Cook County Recorder of Deed's Office

C. Faith Residences subsequently transferred the Development to CIC and CIC transferred the Development to Chicago Title Land Trust Company as Trustee under the provisions of a trust agreement known as Trust Number 8002350816 with 5032 Washington Apartments LLC named as the beneficiary.

Handwritten initials: QNB

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D. On May 8, 2015, the Development was transferred, with the Authority's consent, to Assignor as referenced in that certain Assumption of Regulatory and Land Use Restriction Agreement dated May 8, 2015 and recorded as document number 1516329017 on June 12, 2015 in the Cook County Recorder of Deed's Office.

E. Pursuant to paragraph 8 of the Regulatory Agreement, the covenants and restrictions set forth therein encumber the Development and are binding on any transferee and any other future owners of the Development and the holder of any legal, equitable or beneficial interest in the Development.

F. The Assignee desires to (i) assume from the Assignor all of its right, title and interest in the Development ("Transfer"), (ii) assume the Regulatory Agreement and (iii) perform all of Assignor's obligations under the Regulatory Agreement.

G. It is a condition of the Authority's approval of the Transfer, among other things, that that the Assignee assumes the Assignor'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 foregoing recitals are made a part of this Assignment.
2. **Assignment.** The Assignor assigns and transfers to the Assignee, its successors and assigns all of Assignor's rights, duties, obligations and interest under the Regulatory Agreement.
3. **Assumption.** The Assignee, for itself, its successors and assigns accepts the assignment of the Regulatory Agreement and agrees to (i) be bound by and perform all of the obligations of the Assignor under the Regulatory Agreement as though the Regulatory Agreement had been originally made, executed and delivered by the Assignee.
4. **Approval of Transfer and Release of Assignor.** The Authority approves the Transfer and releases and discharges the Assignor from its obligations under the Regulatory Agreement. 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 Regulatory Agreement prior to the date of this Assignment.
5. **Full Force and Effect.** All of the terms and conditions of the Regulatory Agreement shall remain in full force and effect as to the Assignee. The Development shall remain subject to the liens of the Regulatory Agreement and nothing in, or done pursuant to, this Assignment shall affect or be construed to affect the liens, charges, or encumbrances of the Regulatory Agreement or its priority.

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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 bind, and the benefits shall inure to, the parties to this Assignment, their legal representatives, successors in office or interest and assigns; however, the Assignee may not assign this Assignment, or any of its 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: | Mid-City Apartments, LLC 5225 W. Madison Chicago, IL 60644 |
| (b) If to the Assignee: | 5644 W Washington Blvd Holdings LLC 1 Stag Court Suffern, New York 10901 |
| (c) If to Authority: | Illinois Housing Development Authority 111 E. Wacker Drive, Suite 1000 Chicago, Illinois 60601 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.

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11. **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.

[SIGNATURES ARE ON THE FOLLOWING PAGE.]

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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

ASSIGNOR:

MID-CITY APARTMENTS, LLC
an Illinois limited liability company

By: Wafika Khalil
Name: WAFIKA KHALIL
Title: PRESIDENT

ASSIGNEE:

5644 W WASHINGTON BLVD HOLDINGS LLC
an Illinois limited liability company

By: _____
Name: Boruch Gottesman
Title: Authorized Signatory

CONSENTED TO:
ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Printed Name: _____
Its _____

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.

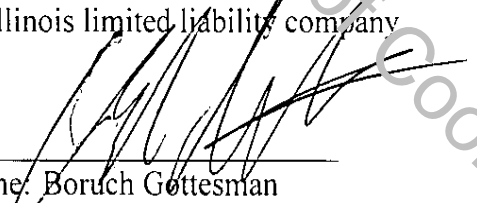
ASSIGNOR:

MID-CITY APARTMENTS, LLC
an Illinois limited liability company

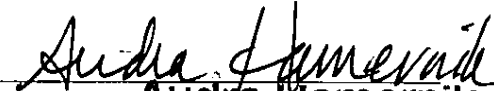
By: _____
Name: _____
Title: _____

ASSIGNEE:

5644 W WASHINGTON BLVD HOLDINGS LLC
an Illinois limited liability company

By: 
Name: Boruch Gottesman
Title: Authorized Signatory

CONSENTED TO:
ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: 
Printed Name: **Audra Hamernik**
Its **Executive Director**



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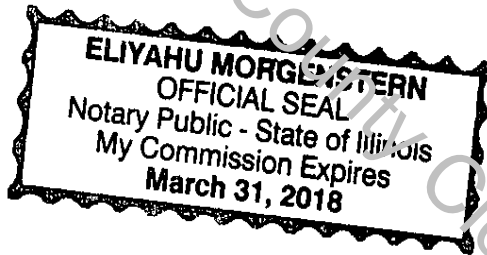
STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Wafika Khalil, as the President of Mid-City Investments Corp., an Illinois corporation, manager of Mid-City Apartments, LLC, an Illinois limited liability company, 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 capacity as President of Mid-City Investments Corp., as her free and voluntary act and deed and as the free and voluntary act and deed of said corporation and said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this 28 day of November, 2017.

Eliyahu Morgenstern
 Notary Public



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STATE OF NY)
)
COUNTY OF Rockland) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Barth Gettesman, as the Managing Member of 5644 W Washington Blvd Holdings LLC an Illinois not-for-profit corporation, 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 capacity as Managing Member of 5644 W Washington Blvd Holdings LLC, as his free and voluntary act and deed and as the free and voluntary act and deed of 5644 W Washington Blvd Holdings LLC for the uses and purposes therein set forth.

Given under my hand and official seal this 21 day of November, 2017

[Signature]
Notary Public

ELIEZER MARTIN
NOTARY PUBLIC, STATE OF NEW YORK
No. 01MA6334362
Qualified in Rockland County
Commission Expires Dec. 14, 2018

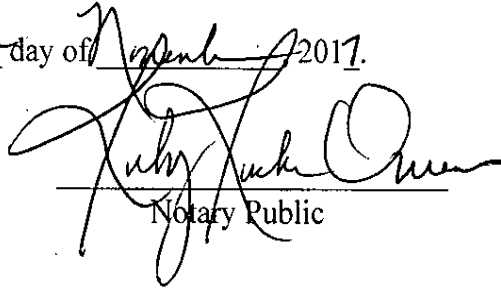
Property of COOK County Clerk's Office

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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 ~~Audra Hamernik~~ 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~~ Executive Director of 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 27th day of September 2017.



Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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Exhibit 'A'
Legal Description

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Chicago, County of Cook, State of Illinois.

TRACT I:

LOT 3 AND THE EAST 1/2 OF LOT 4 AND THE EAST 3 FEET OF THE WEST 1/2 OF LOT 4 IN FRINK AND ULLMAN'S ADDITION TO AUSTIN, A SUBDIVISION OF LOTS 21 TO 26, INCLUSIVE, (EXCEPT THE WEST 7 FEET) AND LOTS 47 TO 52, INCLUSIVE, (EXCEPT THE EAST 7 FEET) IN BLOCK 2 (AND ALLEY) IN WALLER'S SUBDIVISION OF THE SOUTH 43 3/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 3/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT II:

LOTS 1 AND 2 IN FRINK AND ULLMANN'S ADDITION TO AUSTIN, BEING A SUBDIVISION OF LOTS 21 TO 26 (EXCEPT THE WEST 7 FEET THEREOF) AND LOTS 47 TO 52 (EXCEPT THE EAST 7 FEET) ALSO THAT PART OF THE ALLEY LYING BETWEEN SAID LOTS ALL IN BLOCK 2 IN HENRY WALLER'S SUBDIVISION OF THE SOUTH 43 3/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT III:

THE SOUTH 1/2 OF LOT 44 AND ALL OF LOTS 45 AND 46 (EXCEPT THE EAST 7 FEET OF SAID LOTS CONVEYED TO THE TOWN OF CICERO FOR STREET) IN BLOCK 2 IN HENRY WALLER'S SUBDIVISION OF THE SOUTH 43 3/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT IV:

LOTS 42, 43 AND THE NORTH 1/2 OF LOT 44 (EXCEPT THE EAST 7 FEET OF SAID LOTS) IN BLOCK 2 IN HENRY WALLER'S SUBDIVISION OF THE SOUTH 43 3/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(s) :16-08-416-031-0000, 16-08-416-032-0000, 16-08-416-025-0000, 16-08-416-026-0000

Commonly Known As: 5644-5656 West Washington Boulevard and 114 & 124 N. Parkside Avenue