

UNOFFICIAL COMMINICATION OF THE PROPERTY OF TH

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Prepared by: Citibank, N.A.

Transaction Management Group/Post Closing 388 Greenwich Street, Trading 6th Floor

New York, New York 10013 Attention: Tanya Jimenez

Re: Bryn Mawr Apartments Deal ID No. 25851

Doc# 1933116052 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/27/2019 01:02 PM PG: 1 OF 6

ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

KNOW ALL PERSONS BY THESE PRESENTS:

ILLINOIS HOU'S ING DEVELOPMENT AUTHORITY, a body corporate and politic, organized and existing under the laws of the State of Illinois ("Assignor"), pursuant to that certain Funding Loan Agreence, dated as of the date hereof ("Funding Loan Agreement"), by and among Assignor, Zions Pancorporation, National Association, a national banking association, as fiscal agent, and CITISANK, N.A., a national banking association ("Assignee"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents assign to Assignee, without recourse, all of Assignor's right, title and interest in and to, subject to 'ne Unassigned Rights (as defined in the Funding Loan Agreement), the instruments ("Assigned Instruments") described on Schedule 1 attached hereto.

TOGETHER with the Note described in the Assigned Instruments, and the money due and to become due thereon, with the interest thereon, TO HAVE AND TO HOLD the same unto the said Assignee forever, subject only to all the provisions contained therein, AND the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity, in the Assignor's name place and stead, but at Assignee's cost and expense, to have, use and take all lawful ways and means for the recovery of all of the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could if these presents were not made.

Overriding Limitations. In no event shall Assignor:

- (i) prosecute its action to a lien on the Project, as defined in that certain Borrower Loan Agreement by and between Bryn Mawr Preservation Limited Partnership, an Illinois limited partnership ("Borrower"), and Assignor (the "Borrower Loan Agreement"); or
- (ii) take any action which may have the effect, directly or indirectly, of impairing the ability of Borrower to timely pay the principal of, interest on, or other amounts due under, the Borrower Loan or of causing Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Borrower under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future; or

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- (iii) interfere with the exercise by Assignee or Servicer of any of their rights under the Borrower Loan Documents upon the occurrence of an event of default by Borrower under the Borrower Loan Documents; or
- (iv) take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Borrower Loan.

<u>Definitions</u>. All capitalized terms that are used and are not defined herein shall have the respective meanings ascribed to them in the Borrower Loan Agreement. In all references herein to any parties, persons, entities or corporations the use of any particular gender on the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Dated as of the 1st day of November, 2019 (the foregoing date is for reference purposes only and this Assignment shall not be effective until the Closing Date, as defined in the Borrower Loan Agreement).

[REMAINDER OF FAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment of Mortgage and Loan Documents or caused this Assignment of Mortgage and Loan Documents to be duly executed and delivered by its authorized representative as of the date first set forth above.

ASSIGNOR:

ILLINOIS HOUSING DEVELOPMENT Property of Cook County Clark's Office **AUTHORITY**

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared KRISTIN FAUST, Executive Diegos of the Illinois Housing Development Authority, a body politic and corporate duly organized and validly existing under the laws of the State of Illinois (the "Authority"), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of the Authority.

GIVEN UNDER MY HAND and seal of office, this the law of November, 2019. JEK OXCOOK COUN

Notary Public in and for the State of Illinois

[SEAL]

My commission expires on:

OFFICIAL SEAL LILIANA VALENTINO NOTARY PUBLIC - STATE OF ILLINOIS

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SCHEDULE 1 TO ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

ASSIGNEE:

Citibank, N.A. 388 Greenwich Street, Trading 6th Floor New York, New York 10013

ASSIGNED INSTRUMENTS:

- 1. Multifamily Note by Bryn Mawr Preservation Limited Partnership, an Illinois limited partnership ("Borrower"), to Assignor, dated as of the Closing Date, in the original principal amount of up to \$[12,300,000].
- 2. Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated as of the date hereof, executed by Borrower for the benefit of Assignor securing the principal amount of up to \$[12,3,0,000], which is being recorded immediately prior hereto in the Recorder's Office of Cook County, Illinois, and encumbers the real property (and improvements thereon) that is more particularly described on Exhibit A.

Assignment of Mortgage Sch. 1-1 Bryn Mawr Apartments

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***PARCEL 1:

LOT 50 AND THAT PART OF LOTS 51 AND 52 IN MURRAY WOLBACH'S ADDITION TO SOUTH SHORE IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 51 WHICH IS 27 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 51; RUNNING THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 51 A DISTANCE OF 66 FEET 1-3/4 INCHES AND THENCE IN A SOUTHEASTERLY DIRECTION TO A POINT IN THE EAST LINE OF SAID LOT 52 WHICH IS 10 FEET 4 INCHES SOUTH OF THE NORTHEAST CORNER OF SAID LOT 52 IN COOK COUNTY, ILLINOIS.

PIN 20-25-104-001-0000, 1743-45 E. 71st Place and 7135-37 S. Ridgeland Ave., Chicago, IL

PARCEL 2:

LOT 34 (EXCEPT THE NORTH 21 1/2 FEET THEREOF) AND ALL OF LOTS 31, 32 AND 33 IN MURRAY WOLBACH'S ADDITION 70 SOUTH SHORE IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 20-25-102-021-0000, 1714-16 E 72nd St., and 7150-58 S. Ridgeland Ave., Chicago, IL

PARCEL 3:

LOTS 37 AND 38 IN CHRISTOPHER COLUMBUS ADDITION TO JACKSON PARK BEING A SUBDIVISION OF BLOCKS 4 AND 5 IN G.W. CLARK'S SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 20-25-106-005-0000, 1800-10 E. 72nd St., and 7150-58 S. Constance Ave., Chicago, IL

PARCEL 4:

LOT 1 AND THE NORTH HALF OF LOT 2 IN BRYANT'S SUBDIVISION OF LOTS 5 AND 8 IN CONRAD SEIPP'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST CUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL WERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 20-25-114-001-0000, Parcel 4 - Lot 1, and

PIN 20-25-114-002-0000, Parcel 4 - North half of Lot 2, 1703-11 E. 72nd St., Chicago, ii

PARCEL 5:

LOTS 34, 35 AND 36 IN CHRISTOPHER COLUMBUS ADDITION TO JACKSON PARK, BEING A SUBDIVISION OF BLOCKS 4 AND 5 IN G.W. CLARK'S SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.***

PIN 20-25-117-001-0000, 1801-11 E. 72nd St., and 7208-12 S. Constance Ave., Chicago, IL