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Prepared BY:
WHEN RECORDED MAIL TO:



Citibank, N.A.
Transaction and Asset Management Group/Documentation
388 Greenwich Street, Trading 6th Floor
New York, New York 10013
Attention: Tanya Jimenez
Re: Las Moradas Apartments Deal ID No. 25977

Doc# 2032457006 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/19/2020 09:37 AM PG: 1 OF 6

AFTER RECORDING, RETURN TO:

TITLE SERVICES, INC.
610 E. ROOSEVELT ROAD
SUITE 201
WHEATON, IL 60187

**ASSIGNMENT OF MORTGAGE
AND LOAN DOCUMENTS**

KNOW ALL PERSONS BY THESE PRESENTS:

ILLINOIS HOUSING 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 Agreement, dated as of the date hereof ("**Funding Loan Agreement**"), by and between Assignor, **U.S. BANK NATIONAL ASSOCIATION**, as Fiscal Agent ("**Assignee**") and **CITIBANK, N.A.**, a national banking association ("**Lender**"), 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 the 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 Las Moradas Preservation, L.P., an Illinois limited liability company ("**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.

Definitions. 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 October, 2020 (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).

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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
AUTHORITY**, a body corporate and politic,
organized and existing under the laws of the State of
Illinois

By: 

Name: Kristin Faust

Title: Executive Director

Property of Cook County Clerk's Office

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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 (Fixed Rate) (Series A) by Las Moradas Preservation, L.P., an Illinois limited liability company ("**Borrower**"), to Assignor, dated as of the Closing Date, in the original principal amount of up to \$5,800,000.
2. Multifamily Note (Variable Rate) (Series B) by Borrower to Assignor, dated as of the Closing Date, in the original principal amount of up to \$1,000,000.
3. 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 \$6,800,000, 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**.

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 TO 8, BOTH INCLUSIVE, IN OWEN'S SUBDIVISION OF LOTS 17 TO 23 BOTH INCLUSIVE (EXCEPT THE EAST 25 FEET THEREOF) IN BLOCK 3 IN HUMBOLDT PARK RESIDENCE ASSOCIATION SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

PARCEL 2:

THE EAST 25 FEET OF LOTS 17 TO 25, BOTH INCLUSIVE, IN BLOCK 3, IN HUMBOLDT PARK RESIDENCE ASSOCIATION SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

PARCEL 3:

THE WEST 140 FEET OF LOT 24 IN BLOCK 3, IN HUMBOLDT PARK RESIDENCE ASSOCIATION SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

PIN NUMBERS: 16-01-222-048-0000 (Parcel 1)
16-01-222-047-0000 (Parcels 2 and 3)

COMMON ADDRESS: 1307-25 N. California Avenue, Chicago, IL