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Prepared by:
Linda Greene, Director
NHS Redevelopment Corp
1279 N Milwaukee, 4th Floor
Chicago, IL 60622

Doc#: 2218039187 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/29/2022 12:11 PM Pg: 1 of 5

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ASSIGNMENT OF RECEIVER'S CERTIFICATE LIEN
('Assignment')
TBI Program

I. FOR VALUE RECEIVED, in the amount of \$10.00, and other good and valuable consideration (the "Assignment Price"), the undersigned, NHS REDEVELOPMENT CORPORATION, an Illinois not-for-profit corporation ("Assignor"), having its principal office at 1279 N Milwaukee Ave, 4th Floor., Chicago, IL 60622, DOES HEREBY ASSIGN, SET OVER, TRANSFER AND CONVEY to Blackpark Developers LLC ("Assignee"), whose address is 1507 E. 53rd St., #472, Chicago IL 60615 all of Assignor's right, title and interest in, to and under the following instruments:

Receiver's Certificate Lien ("Lien") recorded November 3, 2015 as Document No. 1530729004, with the Cook County Recorder of Deeds. Said lien arises out of the cause known as City of Chicago vs. James Robinson, et al., Case No.12M1403127. Pursuant to court order, the receiver issued on November 3, 2015, a receiver's certificate in the amount of \$2,499.23, bearing an interest rate of nine percent (9%) per annum from October 3,2015 until paid, pursuant to 65 ILCS 5/11-31-2, and encumbering the Property located at:

LOT 26 IN BLOCK 2 IN MERRIONETTE MANOR, BEING A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 12, NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 14127310, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 9730 S Merrion Ave, CHICAGO, ILLINOIS 60617

PERMANENT INDEX NUMBER: 25-12-219-015-0000

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II. Terms of Assignment.

A. If the Assignee forecloses upon the Property pursuant to the Lien and acquires title to the Property pursuant to an order approving the foreclosure sale, the Assignee shall, within thirty (30) business days after issuance of an order approving the sale, record with the Cook County Recorder of Deed, on the title records for the Property, the Redevelopment Agreement (RDA), and the Junior Mortgage and Note (if applicable) to be executed by Assignor and Assignee in connection with this Assignment after issuance of the Deed (and attached hereto as Exhibit A, B and C, respectively), and shall be bound by, and shall comply with all terms of the RDA (and the Junior Mortgage and Note, if applicable.)

B. Bid. The Assignee hereby represents, warrants and covenants to the Assignor that if the Assignee, or any affiliated entity of Assignee or any entity owned or controlled by any of the principles of Assignee as of the date hereof (the foregoing collectively, "an Affiliate"), bids for the Property at any foreclosure sale of the Property then the Assignee (or its Affiliate) shall bid no less than the amount of the judgment of foreclosure plus additional costs and interest. Notwithstanding any provision contained in this or any other Agreement to the contrary, should any person or entity outbid Assignee at any foreclosure sale and acquire the Property, Assignee shall be entitled to keep any and all sums bid, including by no way of limitation such sums that exceed the Assignment Price.

C. If the Assignee or an Affiliate shall otherwise acquire legal or beneficial title to the Property, other than as set forth in paragraph A, herein above, the Assignee shall, within thirty (30) business days after obtaining title, record with the Cook County Recorder of Deeds, on the title records for the Property, its deed to the Property and the Redevelopment Agreement (RDA), and the Junior Mortgage and Note (if applicable), executed between the Assignor and Assignee in connection with this assignment, and the Assignor and said Affiliate, if any, shall be bound by, and shall comply with all terms of the RDA.

D. If the Lien is redeemed or otherwise paid in full and Assignee does not acquire title to the Property: the Assignee shall remit to the Assignor the Adjusted Cure Amount. The Adjusted Cure Amount means, for purposes of this Assignment; the Lien Amount minus the Assignment Price and any costs incurred by Assignee to enforce the Lien and preserve the Property pending foreclosure, including title searches, attorney's fees, filing fees, appraisals, boarding, securing, cleaning the property, payment of delinquent property taxes and those that come due after the date of assignment, water and sewer charges paid, and emergency environmental and Code violation remediation and repair costs incurred, plus any interest charges incurred thereupon (the "Adjusted Cure Amount")

E. Assignee or any Affiliate shall not sell, transfer, convey or assign the Lien or this Assignment. The Assignee hereby represents, warrants and covenants to the Assignor that neither the Assignee, nor any Affiliate shall convey, sell, transfer, or assign the Lien or this Assignment, and upon any such conveyance, sale; transfer or assignment of the same, this Assignment shall become null and void, except that the Assignee shall forfeit the Assignment Price. Notwithstanding the foregoing or any other provision to the contrary of this Agreement, Assignee shall be able to assign the lien to an entity wholly owned by «Principal» individually or owned in conjunction with his wife.

F. Defective Lien or Collateral Attack. In the event of a collateral attack on the Lien or the Lien is otherwise determined by a court having jurisdiction over the Lien to be invalid, Assignee and its successors and assigns shall be released from any and all obligations under this Assignment, the Redevelopment Agreement and other instruments or documentations executed in conjunction with the Lien and this Assignment, and Assignee may record a release thereof at its sole discretion. In such event, Assignee shall have no right to return the Lien to the Assignor or to seek return of the Assignment Price or any costs incurred in the enforcement of the Lien or expenses incurred in connection with the property from Assignor.

III. Representations and Warranties. The Assignee hereby represents, warrants covenants to the Assignor that:

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- A. No current occupants of the Property or portions thereof pursuant to existing leases ("tenants") shall be displaced or evicted from the Property in connection with, on account of, or as a result of this Assignment. Nothing in this paragraph will alter the Assignee's legal right to file eviction actions against Tenants who fail to pay rent or otherwise violate their leases.
- B. In the event that the Assignee or an Affiliate shall acquire legal or beneficial title to the Property, Assignee shall not increase the rents paid by the tenants, if any, except as may be permitted by the terms and conditions of their leases. Notwithstanding the foregoing, Assignee may increase rents upon the expiration of a lease term.
- C. The Assignee shall proceed with foreclosure proceedings of the Lien and proceed to judgment of foreclosure, foreclosure sale and confirmation of foreclosure sale, unless the foreclosure action is involuntarily dismissed, or the Lien is redeemed pursuant to the right of redemption as provided by law.
- D. The Assignee acknowledges that Assignor assigns this Lien without, and makes no warranties or representations with respect to the validity of the Lien, or the condition of title to, or the physical conditions of the Property which the Lien encumbers, and accepts assignment of the Lien without any such warranties or representations whatsoever.

IV. Breach of the Terms of Assignment

In the event that Assignee materially breaches its obligations created by this Agreement, which breach remains uncured for thirty (30) days following written notice thereof to Assignee from Assignor which notice sets forth the specific nature of the breach, Assignor may exercise any and all remedies available to it at law or equity, without limitation, and including specifically the right to specific performance. In the event Assignor materially breaches its obligations hereunder, which breach remains uncured for thirty (30) days following written notice thereof to Assignor, Assignee shall have the right to exercise any and all remedies available to it at law or equity, without limitation, and including specifically the right to specific performance.

V. Notices

Any notice, demand or request required or permitted to be given hereunder shall be given in writing to the Developer at the address set forth above by email or by any of the following means: (a) personal service; (b) email; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested, and to NHS Redevelopment Corporation, at the address set forth above, by email or by any of the following means: (a) personal service; (b) email; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested.

Any notice, demand or request given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

X. Binding Agreement

The parties agree that this Assignment shall be binding upon the Assignee, its Affiliates, successors, heirs and assigns to the fullest extent permitted by law and equity for the benefit and in favor of NHSRC and shall be enforceable by NHSRC.

[signatures on the following page]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement this 17th day of JUNE, 2022.

Assignor:

NHS REDEVELOPMENT CORPORATION, AN ILLINOIS NOT FOR PROFIT CORPORATION

By: *Linda Greene*

Name: Linda Greene
(Printed)

Its: Director, NHSRC
(Title)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that LINDA GREENE, who is the DIRECTOR of NHS Redevelopment Corporation (NHSRC), is personally known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of NHSRC, and in the capacity therein stated.

GIVEN under my hand this 17th day of JUNE, 2022.



Assignee:

ACCEPTED: Blackpark Developers LLC

By: *Daniel Parker*

Name: Daniel Parker
(Printed)

Its: Manager - Member
(Title)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that DANIEL PARKER personally known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of Blackpark Developers LLC, and in the capacity therein stated.

GIVEN under my hand this 17th day of JUNE, 2022.

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EXHIBIT A

Legal Description:

LOT 26 IN BLOCK 2 IN MERRIONETTE MANOR, BEING A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 12, NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 14127310, IN COOK COUNTY, ILLINOIS.

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