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KAREN A. YARBROUGH

COOK COUNTY CLERK

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ASSIGNMENT OF MORTGAGE DOCUMENTS

from

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

to

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as trustee,

with the consent of

RIVER OAKS & PARK FOREST SLF LIHTC LLC,

RIVER OAKS SLF OWNER LLC

and

PARK FOREST SLF OWNER LLC

Dated as of November 1, 2022

Relating to:

\$31,000,000

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

MULTIFAMILY HOUSING REVENUE BONDS

(VICTORY CENTRE SLF),

SERIES 2022

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ASSIGNMENT OF MORTGAGE DOCUMENTS

This **ASSIGNMENT OF MORTGAGE DOCUMENTS**, dated as of November 1, 2022 (as the same may be amended, modified or supplemented from time to time, "Assignment") from the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body corporate and politic, organized and existing under the laws of the State of Illinois (together with its successors and assigns, the "Assignor"), to ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (together with any successor trustee under the Indenture described below and their respective successors and assigns, the "Assignee") under the Indenture of Trust dated as of November 1, 2022 (as the same may be amended, modified or supplemented from time to time, the "Indenture"), between the Assignor as Issuer and the Assignee as Trustee,

WITNESSETH:

WHEREAS, River Oaks & Park Forest SLF LIHTC LLC, a limited liability company organized and existing under the laws of the State of Illinois (together with its permitted successors and assigns, the "Borrower") has:

(i) entered into a Loan Agreement with the Assignor dated as of November 1, 2022 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"), evidencing indebtedness in the aggregate principal amount of \$31,000,000 (the "Loan"); and

(ii) executed and delivered to the Assignor the Promissory Note dated November 4, 2022 (as the same may be amended, modified or supplemented from time to time, the "Promissory Note") in the principal amount of \$31,000,000 and made to the order of the Assignor, as payee, further evidencing the Loan; and

(iii) River Oaks SLF Owner LLC, a limited liability company organized and existing under the laws of the State of Illinois ("ROPO"), delivered to the Assignor a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of November 1, 2022 (as the same may be amended, modified or supplemented from time to time, the "ROPO Mortgage") made to the Assignor, securing the Promissory Note, recorded in the land records of Cook County, and relating to the real estate described in Exhibit A hereto; and

(iv) Park Forest SLF Owner LLC, a limited liability company organized and existing under the laws of the State of Illinois ("PFPO" and, together with ROPO, the "Project Owners"), delivered to the Assignor a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of November 1, 2022 (as the same may be amended, modified or supplemented from time to time, the "PFPO Mortgage" and, together with the ROPO Mortgage, the "Mortgage") made to the Assignor, securing the Promissory Note, recorded in the land records of Cook County, and relating to the real estate described in Exhibit B hereto; and

WHEREAS, the Loan Agreement, the Promissory Note and the Mortgage, together with all financing and continuation statements to perfect the liens and security interests granted thereby, are collectively referred to herein as the "Mortgage Documents"; and

WHEREAS, the Assignor desires to assign and transfer to the Assignee all its right, title and interest in and to the Mortgage Documents, excluding the Issuer Unassigned Rights (as defined in the Indenture) of the Assignor, and the Assignee desires to acquire Assignor's rights, title and interest as aforesaid under the Mortgage Documents in accordance with the terms hereof, and the Assignee is joining in the execution of this Assignment in order to evidence its acceptance hereof; and

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WHEREAS, the Borrower and the Project Owners are joining in the execution of this Assignment in order to evidence each of their consent hereto and in order to agree that the Mortgage Documents shall be effective to secure the obligations of the Borrower and the Project Owners to the Assignee as more fully set forth therein and herein.

NOW THEREFORE, in consideration of issuance of the Bonds and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

Section 1. Definitions. All words and phrases defined in the Indenture have the same meanings in this Assignment, which definitions are incorporated herein by reference, unless a different definition is set forth in this Assignment.

Section 2. Assignment. The Assignor sells, assigns and sets over and transfers to the Assignee all the right, title and interest of the Assignor in, to and under the Mortgage Documents, excluding the Issuer Unassigned Rights of the Assignor. This Assignment is made and shall be without recourse, warranty or representation of the Assignor.

Section 3. Miscellaneous. In case any one or more of the provisions contained in this Assignment are invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby.

Section 4. Counterparts; Electronic Signatures. This Assignment may be executed in any number of counterparts, each executed counterpart constituting an original, but all counterparts together constituting only one instrument. To the fullest extent permitted by applicable law, electronically transmitted or facsimile signatures shall constitute original signatures for all purposes under this Assignment.

Section 5. Governing Law. It is the intention of the parties hereto that this Assignment and the rights and obligations of the parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of Illinois, without reference to its conflicts of laws and principles.

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ASSIGNEE:

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as trustee

By: [Signature]
Name: Bob Cafarelli
Title: Vice President

ACKNOWLEDGMENT

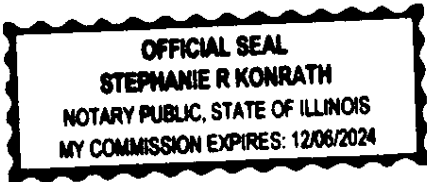
STATE OF ILLINOIS)
) ss.:
COUNTY OF WILL)

On the 21st day of October, in the year 2022, before me, the undersigned, personally appeared Robert Cafarelli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

My Commission expires: December 6, 2024
exp. 12/6/2024

(SEAL)



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY - RIVER OAKS

***PARCEL 1:

PARCEL 1A:

THAT PART OF LOT 2 IN RIVER OAKS WEST MERCHANTS PARK SUBDIVISION, BEING A RESUBDIVISION OF PARTS OF LOTS 2 AND 11 IN THE RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT 2, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 374.86 FEET, A CHORD BEARING SOUTH 48 DEGREES 08 MINUTES 29 SECONDS EAST, AN ARC LENGTH OF 39.52 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 686.98 FEET, A CHORD BEARING SOUTH 54 DEGREES 26 MINUTES 50 SECONDS EAST, AN ARC LENGTH OF 78.85 FEET; THENCE SOUTH 35 DEGREES 05 MINUTES 49 SECONDS WEST, 89.60 FEET; THENCE SOUTH 3 DEGREES 15 MINUTES 41 SECONDS EAST, 95.24 FEET TO A POINT ON THE EASTERLY LINE OF LOT 2; THENCE SOUTH 35 DEGREES 33 MINUTES 38 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 2, 35.48 FEET TO AN ANGLE IN THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTH 10 DEGREES 55 MINUTES 39 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 2, 265.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE NORTH 61 DEGREES 36 MINUTES 29 SECONDS WEST, 119.07 FEET; THENCE NORTH 82 DEGREES 05 MINUTES 29 SECONDS WEST, 163.99 FEET; THENCE SOUTH 67 DEGREES 59 MINUTES 13 SECONDS WEST, 158.85 FEET, TO A POINT ON THE NORTHERLY LINE OF THE PENN CENTRAL RAILWAY (FORMERLY THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD); THENCE NORTH 37 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID NORTHERLY LINE, 110.22 FEET; THENCE NORTH 66 DEGREES 29 MINUTES 56 SECONDS EAST, 185.71 FEET; THENCE NORTH 34 DEGREES 57 MINUTES 21 SECONDS EAST, 104.69 FEET; THENCE NORTH 31 DEGREES 36 MINUTES 47 SECONDS WEST, 152.69 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, 259.97 FEET; THENCE NORTH 35 DEGREES 05 MINUTES 49 SECONDS EAST, 163.31 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Continued...

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Exhibit A – continued...

PARCEL 1B:

THAT PART OF LOT 3 IN RIVER OAKS WEST MERCHANTS PARK SUBDIVISION, BEING A RESUBDIVISION OF LOTS 2 AND 11 IN THE RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 35 DEGREES 33 MINUTES 38 SECONDS WEST (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID LOT 3, 169.96 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 35 DEGREES 33 MINUTES 38 SECONDS WEST, 35.48 FEET TO AN ANGLE IN THE WEST LINE OF SAID LOT 3; THENCE SOUTH 10 DEGREES 35 MINUTES 39 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 3, 265.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 61 DEGREES 36 MINUTES 29 SECONDS EAST, 41.14 FEET TO AN ANGLE IN THE SOUTHERLY LINE OF SAID LOT 3; THENCE NORTH 39 DEGREES 02 MINUTES 34 SECONDS EAST, 75.32 FEET; THENCE NORTH 3 DEGREES 15 MINUTES 41 SECONDS WEST, 250.87 FEET, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 1C:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, PASSAGE AND DELIVERY AS CREATED BY RECIPROCAL EASEMENT AGREEMENT RECORDED JUNE 10, 1986 AS DOCUMENT NUMBER 86234104, BEING A 15 FOOT WIDE STRIP OF LAND ADJOINING THE NORTHWESTERLY LINE OF PARCEL 1A, AND AS SHOWN ON PLAT OF RIVER OAKS WEST MERCHANTS PARK SUBDIVISION RECORDED APRIL 16, 1986 AS DOCUMENT NUMBER 86146891.***

PERMANENT REAL ESTATE INDEX NUMBERS: 29-24-200-082-0000 (PARCELS 1A AND 1B); AND 29-24-200-057-0000 (EASEMENT PARCEL 1C AND OTHER PROPERTY)

COMMONLY KNOWN AS: 1370 RING ROAD, CALUMET CITY, ILLINOIS 60409

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EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY – PARK FOREST

***PARCEL 2:

PARCEL 2A:

LOT 2B IN THE RESUBDIVISION OF LOT 2 IN THE RESUBDIVISION OF OUTLOT A IN DOWNTOWN PARK FOREST UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 36 AND ALSO THAT PART OF VACATED LAKEWOOD BOULEVARD AND VICTORY BOULEVARD LYING ADJACENT TO OUTLOT A, ALL IN TOWNSHIP 35 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 1999 AS DOCUMENT 09045764, IN COOK COUNTY, ILLINOIS.

PARCEL 2B:

NON-EXCLUSIVE EASEMENT AND THE RIGHT TO USE FOR THE BENEFIT OF PARCEL 2A FOR INGRESS, EGRESS AND PARKING AS CREATED BY EASEMENT AGREEMENT RECORDED JULY 27, 2000 AS DOCUMENT NUMBER 00567576, AS AMENDED BY AMENDMENT TO EASEMENT AGREEMENT DATED AS OF FEBRUARY 1, 2001 AND RECORDED FEBRUARY 20, 2001 AS DOCUMENT NUMBER 0010131489.***

PERMANENT REAL ESTATE INDEX NUMBER: 31-36-207-005-0000 (PARCEL 2A) AND 31-36-207-002-0000 (EASEMENT PARCEL 2B AND OTHER PROPERTY)

COMMONLY KNOWN AS: 101 MAIN STREET, PARK FOREST, ILLINOIS 60466