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THIS INSTRUMENT WAS PREPARED
BY AND AFTER RECORDING RETURN
TO: Lori A. Silver
Illinois Housing Development Authority
401 N. Michigan Ave., Ste. 900
Chicago, Illinois 60611

Permanent Index Tax
Identification No.:
11-32-120-010

Property Address:
1544-48 W. Pratt/
6805-11 N. Ashland
Chicago, Illinois 60626

99878381

7748/0072 30 001 Page 1 of 11

~~1999-09-16~~ 14=12=00

Cook County Recorder 41.00



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ASSIGNMENT AND ASSUMPTION OF MORTGAGE AND NOTE

THIS ASSIGNMENT AND ASSUMPTION OF MORTGAGE AND NOTE (this "Assignment") is made and entered into as of this 1st day of September, 1999 by and among PEOPLES HOUSING, an Illinois not-for-profit corporation (the "Seller"), having its principal office c/o Donald Rankins, 1737 West Howard, 2nd Floor, Chicago, Illinois, 60626; PRATT-ASHLAND COOPERATIVE, an Illinois not-for-profit corporation (the "Buyer"), having its principal office at 6809 North Ashland, Apt. 2, Chicago, Illinois 60626; and the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate created by and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. (1994), as amended from time to time (the "Authority").

R E C I T A L S

A. The Seller is the sole owner of a multi-family housing development commonly known as 1544-48 W. Pratt/6805-11 N. Ashland, Chicago, Illinois and legally described in Exhibit A attached to and made a part of this Assignment (the "Real Estate"). The Seller holds fee title to the Development. The Real Estate and the improvements constructed on it are collectively referred to in this Assignment as the "Development".

B. The Authority has previously made a mortgage loan (the "Loan") to the Seller in the amount of Five Hundred Ten Thousand and No/100 Dollars (\$510,000.00) for the acquisition, rehabilitation and permanent financing of the Development. The Loan is evidenced by a Mortgage Note dated August 19, 1994 made by the Seller in favor of the Authority (the "Note"), secured by a Junior Mortgage, Security Agreement and Collateral Assignment of Rents and Leases dated August 19, 1994 given by Seller in favor of the Authority and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") as Document No. 94739475 on August 22, 1994 (the "Mortgage"), and governed by that certain Regulatory and Land Use Restriction Agreement dated August 19, 1994 among the Seller and the Authority, and recorded in the

Box 430

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Recorder's Office as Document No. 94739474 on August 22, 1994 (the "Regulatory Agreement").

C. The Seller desires to sell, assign, transfer and convey to the Buyer all of the Seller's right, title and interest in the Development (the "Transfer") and be released from its obligations under the Note and the Mortgage.

D. The Buyer desires to (i) purchase from the Seller all of the Seller's right, title and interest in the Development, (ii) assume the Note and the Mortgage and pay the indebtedness evidenced by the Note and secured by the Mortgage (the "Indebtedness") and (iii) perform all of the obligations under the Note and Mortgage; it is agreed and understood that as of the date of this Assignment, the Indebtedness is FIVE HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$510,000.00) and that no interest accrues on the Note.

E. It is a condition of the Authority's approval of the Transfer, among other things, that the Seller assign, and that the Buyer assume the Seller's obligations under the Note and the Mortgage.

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 of the Mortgage. The Seller assigns and transfers to the Buyer, its successors and assigns all of its rights, duties, obligations and interest under the Note and the Mortgage.

3. Assumption. The Buyer, for itself, its successors and assigns, (i) accepts the assignment of the Note and the Mortgage, (ii) agrees to pay the Indebtedness in installments on the due dates as provided in the Note and (iii) agrees to be bound by and perform all of the obligations of the Seller under the Note and the Mortgage (as amended by Section 6 hereof) as though the Note and Mortgage had been originally made, executed and delivered by the Buyer.

4. Non-Recourse. The Buyer does not assume personal liability under the Note and the Mortgage; the Authority will look only to the Development for the payment of the Indebtedness.

5. Approval of Transfer and Release of Seller. The Authority approves the Transfer and releases and discharges the Seller from its obligations under the Note and the Mortgage, including, but not limited to, payment of the Indebtedness, incurred from and after the date of this Assignment. However, nothing in this Assignment

shall act as a release or waiver of any claim that may arise in connection with the Seller's failure to have faithfully discharged all of its duties and obligations under the Note and the Mortgage prior to the date of this Assignment.

6. Amendments to Mortgage. The Mortgage is hereby amended as follows:

(a) Section 7(c) of the Mortgage is deleted in its entirety.

(b) Subsection (iv) of the first sentence of the last paragraph of Section 7 of the Mortgage is amended and restated in its entirety as follows: "(iv) occupancy agreements for individual units of the Development entered into in the ordinary course of business, if such occupancy agreements have been entered into in conformity with the Regulatory Agreement."

7. Full Force and Effect. All of the terms and conditions of the Note and Mortgage (as amended by Section 6 hereof) shall remain in full force and effect as to the Buyer. The Development shall remain subject to the lien of the Mortgage and nothing in, or done pursuant to, this Assignment shall affect or be construed to affect the lien, charge, or encumbrance of the Mortgage or its priority.

8. Amendment of Assignment. This Assignment shall not be altered or amended without the prior written approval of all parties affected by such alteration or amendment.

9. 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.

10. Successors. Subject to the provisions of Paragraph 8 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 Buyer may not assign this Assignment, or any of its obligations under this Assignment, without the prior written approval of the Authority.

11. 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.

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12. 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, pursuant to Section 24 of the Mortgage or pursuant to Section 4.1 of the Note 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 Seller: People's Housing
c/o Donald Rankins
1737 West Howard, 2nd Floor
Chicago, Illinois 60626
- (b) If to the Buyer: Pratt-Ashland Cooperative
6809 North Ashland, Apt. 2
Chicago, Illinois 60626
Attn: President
- (c) If to Authority: Illinois Housing Development Authority
401 N. Michigan Avenue, Suite 900
Chicago, Illinois 60611
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.

13. Status of Loan Documents. Lender represents and warrants that, as of the date of this Agreement, (i) the principal amount of the indebtedness evidenced by the Note is \$510,000.00, and (ii) to the best of Lender's knowledge, Seller is not in default under any provision of the Loan Documents.

14. 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.

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

SELLER:

PEOPLES HOUSING, an Illinois not-for-profit corporation

By: Donald Rankins
Donald Rankins

Its: President

BUYER:

PRATT-ASHLAND COOPERATIVE, an Illinois not-for-profit corporation

By: Jeri Bell
Jeri Bell

Its: President

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: [Signature]

Printed Name: _____

Its: Acting Executive Director

Property of Cook County Clerk's Office

CONSENT OF SENIOR LENDER

Manufacturers Bank, as successor by merger with Avondale Federal Savings Bank, hereby consents to the terms of the forgoing Assignment.

MANUFACTURERS BANK, as successor by merger with Avondale Federal Savings Bank

By: Wayne Biver
Wayne Biver
Its: Vice President

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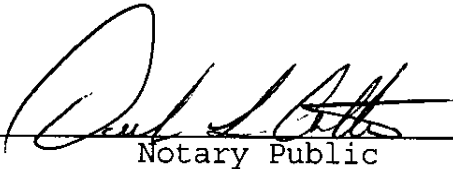
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

99878381

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that DONALD RANKINS, personally known to me to be the President of PEOPLES HOUSING, 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 in his capacity as President of PEOPLES HOUSING, as his free and voluntary act and deed and as the free and voluntary act and deed of PEOPLES HOUSING, for the uses and purposes therein set forth.

Given under my hand and official seal this 16th day of September, 1999.

(NOTARY SEAL)



Notary Public

My Commission Expires: _____



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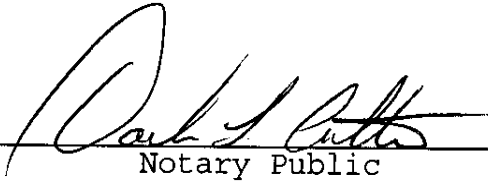
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

99878381

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that JERI BELL personally known to me to be the President of PRATT-ASHLAND COOPERATIVE, an Illinois not-for-profit corporation, 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 she signed and delivered the said instrument in her capacity as President of PRATT-ASHLAND COOPERATIVE, as her free and voluntary act and deed and as the free and voluntary act and deed of PRATT-ASHLAND COOPERATIVE for the uses and purposes therein set forth.

Given under my hand and official seal this 16th day of September, 1999.

(NOTARY SEAL)



Notary Public

My Commission Expires: _____



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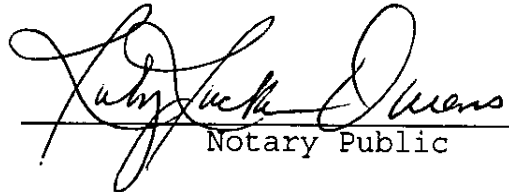
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that **MICHAEL P. ROSE**, personally known to me to be the Acting Executive Director of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, and 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 in his capacity as Acting Executive Director of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY as his free and voluntary act and deed and as the free and voluntary act and deed of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY for the uses and purposes therein set.

Given under my hand and official seal this 1st day of September, 1999.

(seal)





Notary Public

County Clerk's Office

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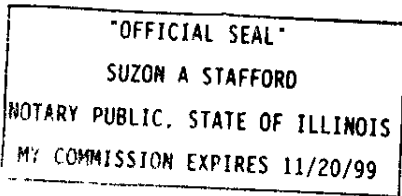
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that WAYNE BIVER personally known to me to be the Vice President of MANUFACTURERS BANK, 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 in his capacity as Vice President of MANUFACTURERS BANK, as his free and voluntary act and deed and as the free and voluntary act and deed of MANUFACTURERS BANK, for the uses and purposes therein set forth.

Given under my hand and official seal this 1st day of September, 1999.

(NOTARY SEAL)



Suzon A. Stafford
Notary Public
My Commission Expires: 11/20/99

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EXHIBIT "A"

LEGAL DESCRIPTION

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LOT 6 AND THE WEST 25 FEET OF LOT 5 IN JOHN W. SWEETS RESUBDIVISION OF LOTS 7 TO 13, INCLUSIVE IN BLOCK 42 OF ROGERS PARK, IN SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-32-120-010

ADDRESS: 5505-11 North Ashland Boulevard, Chicago, Illinois
1544-48 West Pratt Avenue, Chicago, Illinois

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