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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2011 054179

2011 SEP 30 PM 12: 59

MICHELLE R. FAJMAN  
RECORDER

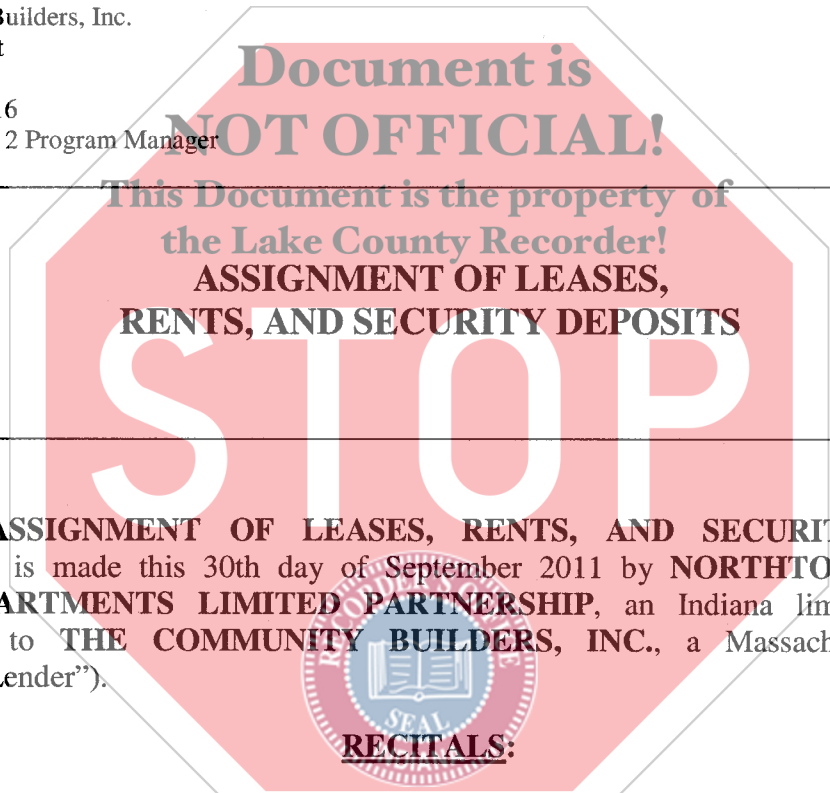
This instrument prepared by:

Drew Marlar, Esq.  
Kutak Rock LLP  
225 Peachtree Street, Suite 2100  
Atlanta, Georgia 30303

After recording, return to:

The Community Builders, Inc.  
95 Berkeley Street  
Suite 500  
Boston, MA 02116  
Attention: NSP 2 Program Manager

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This **ASSIGNMENT OF LEASES, RENTS, AND SECURITY DEPOSITS** ("Agreement") is made this 30th day of September 2011 by **NORTHTOWN VILLAGE SENIOR APARTMENTS LIMITED PARTNERSHIP**, an Indiana limited partnership ("Borrower"), to **THE COMMUNITY BUILDERS, INC.**, a Massachusetts nonprofit corporation ("Lender").

**RECITALS:**

A. Lender is making a loan to Borrower (the "Loan") in the maximum principal amount of \$10,100,000. Borrower will use the Loan proceeds to acquire, rehabilitate and/or construct a multi-family rental housing project.

**PROFESSIONALS' TITLE SERVICE  
HAS MADE AN ACCOMMODATION  
RECORDING OF THE INSTRUMENT**

#24  
CK# 015280  
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B. As a condition to making the Loan and to secure the payment and performance of Borrower's obligations to Lender, Lender is requiring Borrower to assign the leases, rents, security deposits, and other rights and interests relating to the Premises.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, Borrower agrees as follows:

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings: (a) "Default Rate" means the default rate of interest set forth in the Note; (b) "Event of Default" is defined in Section 6; (c) "Lease" means any lease, existing now or in the future, for all or any part of the Premises plus any modification, extension, renewal, and guaranty of any such lease; (d) "Loan Agreement" means the Construction Loan Agreement between Borrower and Lender for the Loan; (e) "Loan Documents" means the Note, Security Instrument, this Assignment, and any other instrument or agreement from Borrower to Lender executed now or in the future relating to the Loan or the Premises; (f) "Note" means, collectively, the promissory note from Borrower to Lender in the amount of \$8,600,000 and the promissory note from Borrower to Lender in the amount of \$1,500,000; (g) "Obligations" means (1) the payment of all sums Borrower owes or will owe Lender, now or in the future, including any renewals or extensions of the Loan, any other debt Borrower owes Lender, and any future advances Lender makes to Borrower and (2) the performance of each obligation, covenant, and agreement of Borrower in this Assignment or any other Loan Document; (h) "Premises" means the property described in the attached **Exhibit A**; (i) "Rent" means the rent and security deposit from any Tenant and any issues and profits from the Premises; (j) "Security Instrument" means the Mortgage, Security Agreement and Fixture Filing from Borrower to Lender, in which the Premises are conveyed to Lender; (k) "Tenant" means a tenant or subtenant under a Lease or the assignee of any Lease. When used in this Assignment, "including" means "including (but not limited to)" unless otherwise provided.

2. Assignment. To secure its payment and performance of the Obligations, Borrower hereby absolutely, irrevocably, immediately, and unconditionally grants, transfers, and assigns to Lender all of Borrower's rights, title, and interest in and to all Leases and all Rents, including Borrower's right to: (a) modify any Lease; (b) terminate any Lease or accept the surrender of any leased premises, unless required to do so by the Lease; (c) waive or release a Tenant from any Lease obligation or condition; (d) permit or accept the prepayment of any Rent more than 30 days before its due date; (e) waive, release, discount, discharge, or compromise any Rent payment; and (f) consent to a Tenant's assignment of his Lease or a subletting of his leased premises. Borrower will not exercise any such right without Lender's prior consent; provided, however, so long as there is no Event of Default (as defined in Section 6), Borrower may exercise the rights in clauses (a), (b), (c), and (e) without Lender's prior consent. This Assignment is a present assignment that is irrevocable without Lender's prior written consent.

3. Collection of Rents. So long as there is no Event of Default, Borrower shall have a license to collect and use all Rents. If there is an Event of Default, Lender may terminate Borrower's license. If Lender does so, it may notify Tenants to pay all Rents directly to Lender, its agent, or representative.

4. Warranties and Covenants. Borrower warrants and covenants as follows: (a) There is no other assignment of any of its rights or interests under the Leases to any other person and Borrower will not assign any such rights without Lender's prior written consent. (b) Borrower has not done anything or omitted to do anything that might prevent Lender from, or limit Lender in, acting under any of the provisions of this Assignment. (c) Borrower has not accepted any Rent for more than 30 days in advance of its due date. (d) Borrower is not prohibited under any agreement, judgment, or decree from executing and delivering this Assignment, performing every covenant of Borrower under it and the Leases, and the meeting of every condition in this Assignment and the Leases. (e) No person has brought or threatened any action that would in any way interfere with Borrower's right to execute and deliver this Assignment and perform all of Borrower's obligations in it and the Leases. (f) The Leases are in full force and effect and have not been modified or amended.

5. Additional Covenants. Borrower further agrees and covenants with Lender as follows: (a) Borrower will satisfy and perform every material condition and covenant of Borrower in the Leases and will enforce every material provision of each Tenant in each Lease; (b) Borrower will promptly notify Lender of any default or claimed default by Borrower under any Lease and, if the claim is in writing, furnish Lender with a complete copy; and (c) If sued in connection with a Lease, Borrower will defend the action.

6. Events of Default. "Events of Default" under this Assignment are: (a) Borrower's default under any other Loan Document unless cured within any applicable grace or cure period; or (b) Borrower's failure to perform or observe any covenant in this Assignment, which failure is not cured within 20 days after receipt of Lender's written notice.

7. Remedies. (a) If there is an Event of Default, Lender may: (1) declare the Obligations immediately due and payable; (2) enter upon, manage, and operate the Premises and collect all Rents without becoming a mortgagee-in-possession, and, if Lender does so, Borrower shall immediately transfer to Lender upon demand any Rents Borrower is holding; (3) perform any obligation and exercise and enforce (in Borrower's name or Lender's name) any right of Borrower under any Lease as fully as Borrower itself could, and Lender may do so without regard to the adequacy of security for the Obligations, with or without bringing any legal action, or causing a receiver to be appointed; (4) modify any Lease and accept the surrender of leased premises; (5) enter into new Leases that comply with the Land Use Restriction Agreement between Borrower and Lender, but otherwise with any provisions Lender deems desirable (including a term extending beyond the date of sale of the Premises); (6) do all other acts that Lender deems necessary or desirable to protect its security and interests.

(b) Lender shall apply Rents it collects (except security deposits) first against expenses of collection (including reasonable attorneys' fees); second, to expenses of operating and managing the Premises and performing Borrower's obligations under the Leases; third, to late fees and interest on the Obligations; and, then, to principal in whatever order Lender determines in its absolute discretion and without regard to the adequacy of its security.

(c) Lender's entry upon the Premises, its collection and application of Rents, or the exercise of any other remedy granted under this Assignment shall not operate to

cure or waive any default of Borrower under this Assignment or any other Loan Document. Possession of the Premises by a court-appointed receiver shall not be considered possession by Lender. Borrower appoints Lender as its attorney-in-fact for the purpose of exercising any and all of the above remedies, which power and authority shall be deemed coupled with an interest, irrevocable without Lender's written consent, and not affected by Borrower's voluntary or involuntary dissolution. Borrower hereby ratifies and confirms any actions that Lender takes in accordance with the provisions of the Loan Documents with respect to the Premises or the Leases.

(d) The remedies in this Assignment are cumulative. Lender's use of one remedy shall not preclude the subsequent or concurrent use of another remedy Lender may have. Lender's failure to exercise a remedy shall not constitute a waiver of it.

8. Performance by Lender. Lender is not obligated to control, care for, manage, or repair the Premises or perform any obligation of Borrower under the Leases. If Borrower does not perform or comply with any covenant or condition in a Lease, however, Lender may perform such covenant or condition without notice to or demand on Borrower and without releasing Borrower from its obligation to perform. Upon demand, Borrower shall reimburse Lender for any costs or payments Lender incurs or makes in performing Borrower's obligations under a Lease, which amount shall be an Obligation and shall bear interest at the Default Rate from the date incurred or paid until reimbursed in full.

9. Reversionary Interest. No action of Borrower or Lender shall cause or permit the estate (if any) of any Tenant to merge with Borrower's reversionary interest (if any).

10. Indemnification. Lender shall not be liable for any Loss incurred by Borrower resulting from an act or omission of Lender under this Assignment, including a failure to rent the Premises or Lender's negligence. Lender is not responsible or liable for any waste of the Premises, any dangerous or defective condition of the Premises, or any negligence or intentional wrongdoing of Borrower in the management, upkeep, repair, or control of the Premises. Upon demand, Borrower shall indemnify Lender against any Loss resulting from any act or omission of Lender or Borrower under this Assignment or the Leases, including any negligent act or omission of Lender, but not including Lender's intentional misconduct or gross negligence. Lender may request that Borrower defend at Borrower's expense any action brought against Lender under this Assignment or the Leases, and, if Lender does so, the choice of counsel shall be subject to Lender's approval and Lender may participate in the defense or settlement of the action. If Lender incurs a Loss and Borrower does not fulfill its obligation to indemnify Lender in full, the amount of the Loss shall be an Obligation and shall bear interest at the Default Rate from the date incurred until Borrower pays it in full. Payment of such amount shall be secured by the Security Deed and all other collateral for Borrower's performance under the Loan Documents. As used in this section, a "Loss" is a liability, loss, claim, damage, or expense (including reasonable attorneys' fees).

11. Term. Upon payment in full of all Obligations, this Assignment shall terminate.

12. Remedies Cumulative. The remedies in this Assignment are in addition to and not in substitution of the rights and remedies Lender has under any of the other Loan Documents



or at law or in equity, all of which rights and remedies are specifically reserved by Lender. Lender's remedies in this Assignment or elsewhere are cumulative and may be exercised concurrently. The failure to exercise any remedy shall not constitute a waiver of it. The use of any remedy shall not preclude the subsequent or concurrent use of any other remedy or remedies that Lender may have.

13. Miscellaneous. This Agreement shall be construed and enforced in accordance with Indiana law. The words "Borrower" and "Lender" shall include their respective representatives, successors, and assigns and all those holding under them. Whenever possible, each provision of this Assignment shall be interpreted so as to be effective and valid under applicable law, but invalidation of any one or more of the provisions of this Assignment shall not affect any of the other provisions, which shall remain in full force and effect. All references to any document, instrument, or agreement shall be deemed to refer to it as it may be amended, modified, restated, supplemented, or replaced from time to time. Whenever there is a reference to "attorney's fees" or "reasonable attorney's fees" in this Assignment, it means reasonable attorney's fees, actually incurred, without regard to any statutory presumption or definition as to what "reasonable" attorney's fees means.

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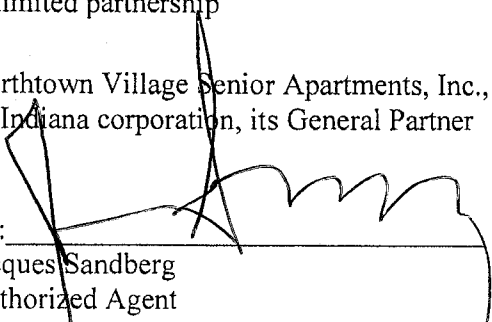
[Signature Page to Assignment of Leases, Rents and Security Deposits]

IN WITNESS WHEREOF, Borrower has executed this Assignment on the above date.

**BORROWER:**

**NORTHTOWN VILLAGE SENIOR APARTMENTS LIMITED PARTNERSHIP**, an Indiana limited partnership

By: Northtown Village Senior Apartments, Inc., an Indiana corporation, its General Partner

By:   
Jacques Sandberg  
Authorized Agent

STATE OF ILLINOIS )

COUNTY OF COOK )

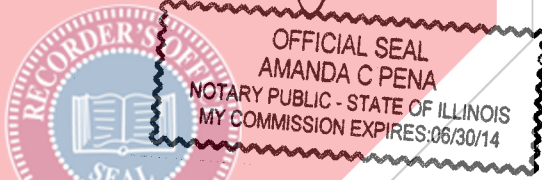
**Document is NOT OFFICIAL!**  
This ss. Document is the property of the Lake County Recorder!

The foregoing instrument was acknowledged before me on September 27, 2011 by Jacques Sandberg, the Authorized Agent of Northtown Village Senior Apartments, Inc., an Indiana corporation, as General Partner of Northtown Village Senior Apartments Limited Partnership, an Indiana limited partnership, on behalf of the partnership.

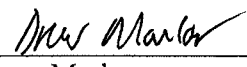
  
Notary Public

My Commission Expires:

6/30/14



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

  
Drew Marlar

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOTS 1 TO 10, BOTH INCLUSIVE, IN RESUBDIVISION OF LOTS 13 TO 18, BOTH INCLUSIVE, BLOCK 51 IN INDIANA HARBOR, IN THE CITY OF EAST CHICAGO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 15 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

