

PREPARED BY, AND AFTER
RECORDING RETURN TO:

Greenberg Traurig LLP
1000 Louisiana, Suite 1700
Houston, Texas 77002
Attention: Wayne A. Yaffee, Esq.

ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS

KNOW ALL PERSONS BY THESE PRESENTS:

That **AUSTIN HOUSING FINANCE CORPORATION** (herein designated as the “Assignor”), is made as of December 1, 2017, to be effective as of the date of delivery of the Loan Agreement, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents assign to the “Assignee” designated on Schedule 1 attached hereto (herein designated as the “Assignee”) without recourse, warranty or representation of Assignor and excluding the Unassigned Issuers Rights of Assignor as provided in the Trust Indenture between Assignor and Assignee dated as of December 1, 2017, to be effective as of the date of delivery of the Agreement all of the Assignor’s right, title and interest in and to, subject to the reserved rights stated therein, (i) the instruments (“Assigned Instruments”) described on Schedule 1 attached hereto, and (ii) all other documents, instruments, rights and privileges described on Schedule 2 attached hereto to the extent Assignor has an interest in the same.

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-in-fact, irrevocable in law or in equity, in the Assignor’s name, place and stead, but at Borrower’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.

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.

IN WITNESS WHEREOF, the said Assignor has hereunto set its hand or caused these presents to be signed by its proper corporate officer as of the date first set forth above.

AUSTIN HOUSING FINANCE CORPORATION

By: _____
Rosie Truelove, Treasurer

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

Before me, _____, on this day personally appeared Rosie Truelove, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Treasurer of AUSTIN HOUSING FINANCE CORPORATION, duly organized and existing under the laws of the State of Texas, and acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed. Given under my hand and seal of office this __ day of _____, 2017.

Notary Public

(SEAL)

My Commission Expires:

**SCHEDULE 1
TO
ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS**

“ASSIGNEE” (AND ADDRESS):

BOKF, NA, a national banking association,
As Trustee under that certain Trust Indenture
dated as of December 1, 2017
Corporate Trust Department
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225
Attn: Kathy McQuiston, Vice President and Trust Officer

ASSIGNED INSTRUMENTS:

1. Multifamily Note by Housing First Oak Springs, LP, a Texas limited partnership (“Borrower”), to AUSTIN HOUSING FINANCE CORPORATION (“Issuer”) is made as of December 1, 2017, to be effective as of the date of delivery of the Loan Agreement, in the original principal sum of \$11,500,000.00.
2. Construction Leasehold Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing, is made as of December 1, 2017, from Borrower for the benefit of Issuer, which Instrument was recorded as Clerk’s File No. _____ on _____, 2017, in the office of the County Clerk of Travis County, Texas and which encumbers the leasehold interest in the real property (and improvements thereon) which is particularly described in the attached Exhibit A.

SCHEDULE 2
TO
ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS

Each of the following are made as of December 1, 2017, to be effective as of the date of delivery of the Loan Agreement.

1. The Loan Agreement.
2. Payment and Guaranty (Housing First Oak Springs, GP, LLC and Austin-Travis County Mental Health and Mental Retardation Center (d/b/a Integral Care))
3. Collateral Assignment of Rights to Tax Credits and Partnership Interests.
4. Certificate and Indemnity Agreement Regarding Hazardous Substances.
5. Any and all other Loan Documents or Bond Documents (each as defined in the Loan Agreement) in connection with the transaction whereby proceeds of the Assignor's Multifamily Housing Revenue Bonds (Housing First Oak Springs Project) Series 2017 in the amount of \$11,500,000.00 will be loaned by Assignor to Borrower.

EXHIBIT A

Property