

BOND LOAN

**PREPARED BY, AND AFTER
RECORDING RETURN TO:**

ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS

KNOW ALL PERSONS BY THESE PRESENTS:

That this Assignment of Deed of Trust and Loan Documents by AUSTIN HOUSING FINANCE CORPORATION, a housing finance corporation duly organized and validly existing under the laws of the State of Texas (herein designated as the "Assignor"), is made as of September 1, 2019, to be effective as of the date of delivery of the Loan Agreement (as defined in Schedule 2), 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 Issuer's Rights of Assignor as provided in the Fiscal Loan Agreement between Assignor and Assignee dated as of September 1, 2019, to be effective as of the date of delivery of the Borrower Loan 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, 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.

[Signature Page Follows]

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 a duly authorized officer or representative of the AUSTIN HOUSING FINANCE CORPORATION, a 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 September, 2019.

Notary Public

(SEAL)

My Commission Expires:

Doc #02-426632.2

SCHEDULE 1
TO
ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS

"ASSIGNEE" (AND ADDRESS):

ASSIGNED INSTRUMENTS:

1. Promissory Note by _____, a Texas limited partnership ("Borrower"), to AUSTIN HOUSING FINANCE CORPORATION, a housing finance corporation duly organized and validly existing under the laws of the State of Texas ("Issuer") made as of September 1, 2019, in the original principal sum of \$_____.
2. _____, is made as of September 1, 2019 to be effective as of the date of delivery of the Borrower Loan Agreement from Borrower for the benefit of Issuer, which Instrument was recorded as Clerk's File No. _____ on September ___, 2019 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 Exhibit A attached thereto.

SCHEDULE 2
TO
ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS

Each of the following are made as of September 1, 2019, to be effective as of the date of delivery of the Borrower Loan Agreement.

DRAFT