

[Nightingale at Goodnight Ranch Apartments]

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

Greenberg Traurig LLP  
1000 Louisiana, Suite 1800  
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**, a housing finance corporation organized and existing under the laws of the State of Texas (herein designated as the "Assignor"), is made as of March 1, 2018, to be effective as of the date of delivery of the Loan Agreement (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 Rights of Assignor as provided in the Funding Loan Agreement among JPMorgan Chase Bank, N.A., Assignor, and Assignee dated as of March 1, 2018, to be effective as of the date of delivery of the 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.

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DRAFT

**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   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by Rosie Truelove, Treasurer of AUSTIN HOUSING FINANCE CORPORATION, a housing finance corporation organized and existing under the laws of the State of Texas, on behalf of said corporation.

\_\_\_\_\_  
**NOTARY PUBLIC, State of Texas**

SCHEDULE 1  
TO  
ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS

"ASSIGNEE" (AND ADDRESS):

BOKF, NA  
801 Cherry Street  
Suite 3325, Unit 27  
Fort Worth, Texas 76102  
Attn: Pamela Black, Senior VP

ASSIGNED INSTRUMENTS:

1. Project Note by AUSTIN DMA HOUSING III, LLC, a Texas limited liability company ("Borrower"), to Assignor made as of March \_\_\_\_, 2018, in the original principal sum of [\$15,896,000.00].
2. Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (Leasehold), is made as of March 1, 2018, to be effective as of the date of delivery of the Project Loan Agreement from Borrower for the benefit of Assignor, which Instrument was recorded as Clerk's File No. \_\_\_\_\_ on \_\_\_\_\_, 2018 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 March 1, 2018, to be effective as of the date of delivery of the Loan Agreement (as hereinafter defined).

1. The Project Loan Agreement among Assignor, the Fiscal Agent named therein, and Borrower (the "Loan Agreement").
2. Payment and Performance Guaranty from DMA Development, LLC and Diana McIver.
3. Collateral Assignment of Rights to Tax Credits and Ownership Interests.
4. Environmental and Indemnity Agreement.
5. Any and all other Project Loan Documents or Financing Documents (each as defined in the Loan Agreement) in connection with the transaction whereby proceeds of the Assignor's Multifamily Housing Governmental Revenue Note (Nightingale at Goodnight Ranch Apartments) Series 2018 in the amount of [\$15,896,000.00] have been loaned by Assignor to Borrower.