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2000-06-28 10:14:36  
Cook County Recorder 31.50



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**SUBORDINATION OF MANAGEMENT FEES**

**THIS SUBORDINATION OF MANAGEMENT FEES** is made and delivered as of the 23rd day of June, 2000, by **URBAN INNOVATIONS, LTD.**, an Illinois corporation ("Manager"), to and for the benefit of **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association ("Lender").

**RECITALS:**

A. **221 WEST HUBBARD LLC**, an Illinois limited liability company ("Borrower"), owns title to the land and improvements legally described on Exhibit A attached hereto and the improvements located and to be located thereon (collectively, the "Property").

B. Pursuant to the Borrower's operating agreement, Manager has agreed to furnish services for the development, operation and management of the Property in exchange for certain

This instrument was prepared by and, after recording, return to:

Piper Marbury Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601  
Attn: Merle Teitelbaum Cowin, Esq.

Permanent Real Estate Tax Index Nos:  
17-09-258-002  
17-09-258-003

Common Address:  
213-223 West Hubbard  
Chicago, Illinois

Handwritten notes on the left margin: "New North", "ASL 3205A", "Jmm", "11/2/12", and a signature.

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payments to the Manager for its services and the payment of certain expenses incurred by the Manager in connection with the furnishing of its services.

C. Pursuant to 770 ILCS 60/1 et seq., property managers have lien rights under the Mechanics' Lien Act for expenses incurred for the management of any structure.

D. Lender has agreed to make a loan (the "Loan") to Borrower in the principal sum of One Million Fifty Thousand and 00/100 Dollars (\$1,050,000.00). The Loan is evidenced by a certain Mortgage Note (the "Note") of even date herewith made by Borrower and payable to the order of Lender in the original principal amount of \$1,050,000.00. The Note is secured by, among other things, a Mortgage and Security Agreement (the "Mortgage") of even date herewith granting a lien on the Property and shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois. Borrower has also executed certain other instruments and agreements as additional security for repayment of the Loan (together, with the Mortgage, the "Loan Documents").

E. Lender requires, as a condition precedent to its making the Loan, that the indebtedness evidenced by the Note and the liens and security interests of the Mortgage and the other Loan Documents be paramount and prior to any and all obligations, expenses and indebtedness owing to the Manager which arise pursuant to the management of the Property (collectively, the "Junior Liabilities") and any and all existing liens or future rights to liens of the Manager or anyone claiming by, through or under the Manager which arise from the Junior Liabilities (collectively, the "Junior Liens").

**NOW, THEREFORE**, to induce Lender to make disbursements of proceeds of the Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The Junior Liabilities and the Junior Liens are hereby subordinated to each and every one of the Note, the Mortgage and the other Loan Documents and all indebtedness, liabilities and obligations of any kind whatsoever (whether now existing or hereafter arising and regardless of the aggregate amount thereof) owing by Borrower to Lender with respect to the Property (collectively, the "Senior Liabilities"). No default exists as of the date hereof with respect to the Junior Liabilities.

2. The payment of all Junior Liabilities shall be subordinated to the payment in full of all Senior Liabilities. No payment in respect of any Junior Liabilities shall be made at any time on or after the date the Manager has been notified by Lender of any default in the payment or performance of any of the Senior Liabilities (a "Senior Default"). In the event the Manager receives any such payment, the same shall be received in trust for Lender and immediately turned over by the Manager to Lender.

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3. Lender shall have the right to terminate Manager's right to act as the property manager of the Property without premium or penalty at any time on or after the date the Manager has been notified of a Senior Default.

4. All notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Lender: American National Bank and  
Trust Company of Chicago  
1 Bank One Plaza  
Mail Location L1-0958  
Chicago, Illinois 60670-0958  
Attn: Carrie Reichert

With copy to: Piper Marbury Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601  
Attn: Merle Teitelbaum Cowin, Esq.

To Manager: Urban Innovations, Ltd.  
445 North Wells  
Chicago, Illinois 60610  
Attn: Howard R. Conant, Jr.

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

5. This Agreement shall be binding upon the Manager and its successors and assigns.

6. The Manager agrees to execute such further documents or instruments and take such further actions as Lender may reasonably request from time to time to carry out the intent of this Agreement.

7. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

8. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Manager and Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Agreement and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

**URBAN INNOVATIONS, LTD.,**  
an Illinois corporation

By: Howard R. Conant, Jr.  
Name: Howard R. Conant, Jr.  
Title: Chairman & CEO

Agreed to this 23<sup>rd</sup> day of June, 2000

**221 WEST HUBBARD LLC**, an Illinois limited liability company

By: **UI Parking LLC**, an Illinois limited liability company, its managing member

By: **Urban Innovations, Ltd.**, an Illinois corporation, its sole member

By: Howard R. Conant, Jr.  
Name: Howard R. Conant, Jr.  
Title: Chairman and CEO

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Lynn M. Wittman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Howard R. Conant Jr., the Chairman / CEO of Urban Innovations, Ltd., an Illinois corporation, the managing member of UI Parking LLC, an Illinois limited liability company, the sole member of 221 West Hubbard LLC, an Illinois limited liability company ("Assignor"), who is 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 as his own free and voluntary act and as the free and voluntary act of said corporation and said Assignor, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21<sup>st</sup> day of June, 2000.

Lynn M. Wittman  
NOTARY PUBLIC

(SEAL)

“OFFICIAL SEAL”  
Lynn M. Wittman  
Notary Public, State of Illinois  
My Commission Exp. 02/17/2001

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 2:

THE EAST 32 FEET OF THE WEST 47 FEET OF LOT 5 IN ASSESSOR'S DIVISION OF BLOCK 10 IN NEWBERRY'S ADDITION TO CHICAGO OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE EAST 100 FEET OF LOT 5 IN ASSESSOR'S DIVISION OF BLOCK 10 IN NEWBERRY'S ADDITION TO CHICAGO OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office