

UNOFFICIAL COPY



0010033269

0499/0013 10 001 Page 1 of 4

2001-01-12 09:52:19

Cook County Recorder

51.00

MANAGER'S CONSENT AND SUBORDINATION OF MANAGEMENT AGREEMENT

THIS MANAGER'S CONSENT AND SUBORDINATION OF MANAGEMENT AGREEMENT (the "Agreement") is made as of January 9, 2001 by Jinky Pak and Soon Hee Pak, ("Borrowers"), and Jinky Pak of J.P. Realty, Inc. ("Manager") and OLD KENT BANK, a Michigan banking corporation ("Lender")

RECITALS:

- A. Borrower has requested Lender to make a loan to Borrower ("Loan").
- B. The Loan will be evidenced by a Multifamily Note from Borrower to Lender dated as of the date of this Agreement ("Note"). The Note will be secured by a Multifamily Mortgage, Deed of Trust, or Deed to Secure Debt dated the same date as the Note ("Security Instrument"), encumbering the real property described in the Security Instrument ("Property").
- C. Manager is or will be the manager of the Property.
- D. As a condition to making the Loan to Borrower, Lender requires that the Borrower and Manager execute this Agreement.

To induce Lender to make the Loan, which Manager acknowledges and agrees, as Manager of the Property, will benefit Manager, Manager and Borrower represent, warrant and agree as follows:

1. Manager's Representations. Borrower and Manager warrant and represent to Lender:

Manager has agreed to act as manager of the Property pursuant to a written agreement between Borrower and Manager ("**Management Agreement**"). Manager has delivered a true, correct and complete copy of the Management Agreement to Lender. The entire agreement between Manager and Borrower for the management of the Property is evidenced by the Management Agreement. The Management Agreement constitutes the valid and binding agreement of Manager, enforceable in accordance with its terms, and Manager has full authority under all state and local laws and regulations to perform all of its obligations under the Management Agreement. Borrower is not in default in the performance of any of its obligations under the Management Agreement, and all payments and fees required to be paid by Borrower to Manager under the Management Agreement, as of the date of this Agreement, have been paid.

2. Manager's Agreements. Notwithstanding the terms of the Management Agreement, Manager consents to and agrees as follows:

(a) No Termination of Management Agreement. Manager shall not terminate the Management Agreement without Lender's written consent. Notwithstanding the previous sentence, Manager may terminate the Management Agreement after default by Borrower in payment of either the management fee due under the Management Agreement or any operating costs due in accordance with the Management Agreement by giving Lender sixty (60) days' prior written notice of termination. If Lender or Borrower shall cure the payment default in this sixty (60) day period, then any termination notice shall have no further force or effect.

(b) Subordination of Management Agreement to Lender Liens. The Management Agreement, and any and all liens, rights and interests claimed or held by Manager in and to the Property, are subordinate to the liens and security interests created or to be created for the benefit of Lender, including but not limited to those in the Security Instrument.

(c) Lender's Right to Terminate. Upon the occurrence and continuance of an event of default under the Note or Security Instrument ("**Event of Default**"), Manager shall, at the request of Lender, continue performance, on behalf of Lender, of all Manager's obligations under the Management Agreement, if Lender sends

SI 12 of 13  
7895035  
80481000  
ZZ

BOX 333-CTI

to Manager the notice described in Section 2(d) of this Agreement and performs or causes to be performed the obligations of Borrower to Manager under the Management Agreement after the date of the notice. At any time after an Event of Default, Lender shall have the right, but not the obligation, to terminate the Management Agreement by giving Manager written notice of termination, in which event Manager shall resign as manager of the Property effective upon such notice.

(d) Lender Not Obligated Under Management Agreement. Lender shall have no obligation for payment or performance in favor of Manager, unless Lender notifies Manager in writing after an Event of Default that (i) Lender has elected to assert Borrower's rights and obligations under the Management Agreement and (ii) Lender agrees to pay Manager the sums due Manager under the terms of the Management Agreement from and after the effective date of Lender's notice to Manager.

3. General. Borrower shall reimburse Lender on demand for all expenses, including reasonable attorneys' fees, that Lender incurs in enforcing its rights under this Agreement. No term or provision of this Agreement shall be deemed waived unless the waiver shall be in writing and signed by Lender. Any failure by Lender to insist upon the strict performance of any of the terms of this Agreement shall not constitute a waiver of those or any other terms. Any delay in exercising or enforcing any right with respect to a default under this Agreement or the Management Agreement shall not prevent Lender from exercising that right or any other right at a later time. Any notice or communication required or permitted under this Agreement shall be in writing and shall be considered to be given if and when mailed, with postage prepaid, to the respective addresses of the parties appearing on the first page of this Agreement. The provisions of this Agreement shall be binding upon the parties to this Agreement and their respective successors and permitted assigns. Any provision of this Agreement prohibited or unenforceable by any applicable law shall not invalidate the remaining provisions of this Agreement. This Agreement shall be governed by the laws of the State in which the Property is located, without giving effect to principles of conflict of laws.

The parties have executed this Agreement as of the date stated at the beginning of this Agreement.

**BORROWER:**

**Individual(s):**

Name: Jinkyu Pak

Name: Soon Hee Pak

**MANAGEMENT COMPANY:**

J.P. Realty, Inc.

Name: Jinkyu Pak - Manager

**LENDER:  
OLD KENT BANK**

By: Debbie Thompson  
Name: Debbie Thompson  
Its: Loan Closer

UNOFFICIAL COPY

0010033269

State of Illinois, COOK County ss:

I, THE UNDERSIGNED a Notary Public in and for said County and State, do hereby certify that JINKYU PAK AND SOON HEE PAK, HIS WIFE personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the purposes and therein set forth.

Given under my hand and official seal, this 9TH day of JANUARY, 2001.

My commission expires:

10/24/03

*[Handwritten Signature]*

Notary Public



Property of Cook County Clerk's Office

EXHIBIT A

PARCEL 1:

UNITS 29-1A, 29-1B, 29-2A, 29-2B, 29-3A AND 29-3B IN PINE CREEK CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF CERTAIN PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR PINE CREEK CONDOMINIUM, RECORDED AS DOCUMENT 25781564 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER OUT-LOT "C" IN "THE NURSERY" PLAT OF PLANNED UNIT DEVELOPMENT AFORESAID, AS SET FORTH IN THE DECLARATION RECORDED JUNE 26, 1978, AS DOCUMENT 24507143 AND AS CREATED BY DEED RECORDED JUNE 26, 1978 AS DOCUMENT 24507244, AND AS CREATED BY DEED RECORDED JUNE 26, 1978 AS DOCUMENT 24507145 FOR INGRESS AND EGRESS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER OUT-LOTS "A" AND "B" AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR PINE CREEK HOMEOWNERS ASSOCIATION, RECORDED FEBRUARY 20, 1981, AS DOCUMENT 25781563, FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

Property Address: 520 Spruce Drive; Palatine, IL 60074  
Permanent Index No. 02-02-400-061-1055, 02-02-400-061-1056, 02-02-400-061-1057, 02-02-400-061-1058, 02-02-400-061-1059, & 02-02-400-061-1060.