

# UNOFFICIAL COPY

This document prepared by  
and after recording, return  
to: Kristi S. Poskus  
Illinois Housing Development  
Authority  
401 N. Michigan Ave. Ste 700  
Chicago, Illinois 60611  
Property Identification No.:  
14-20-328-013-0000  
14-20-328-014-0000  
14-20-328-015-0000  
14-20-328-016-0000  
14-20-328-017-0000  
14-20-328-018-0000  
14-20-328-027-0000  
14-20-328-044-0000  
14-20-328-045-0000  
Property Address: 1501 West Melrose  
Chicago, Illinois



Doc#: 0809326153 Fee: \$46.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 04/02/2008 02:40 PM Pg: 1 of 6

HTF-2508

## SUBORDINATION OF MANAGEMENT AGREEMENT

4386993 14/22

**THIS SUBORDINATION OF MANAGEMENT AGREEMENT** (this "Agreement") is made as of this 1st day of April, 2008, by **RENAISSANCE REALTY GROUP** ("Manager"), to and for the benefit of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time ("Lender").

## RECITALS:

**WHEREAS**, Lender has agreed to make a loan to Renaissance Saint Luke SLF, L.P., and Illinois limited partnership ("Borrower"), in the maximum principal amount of One Million and No/100 Dollars (\$1,000,000.00) (the "Loan") for the construction of a multifamily housing development known as Renaissance Saint Luke SLF (the "Development") to be located on the real estate described on **Exhibit A** attached hereto and made a part hereof. The Loan is secured by that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated as of the date hereof given by Borrower in favor of Lender (the "Mortgage") and certain other documents evidencing, securing and governing the Loan. The Mortgage and such other loan documents are collectively referred to in this Agreement as the "Loan Documents"; and

**WHEREAS**, Borrower and Manager have entered into a certain Management Agreement (the "Management Agreement"), whereby Manager has agreed to furnish services for the rental, operation and management of the Development in exchange for certain payments to Manager for its

received

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services and the payment of expenses incurred by Manager in connection with such services; and

**WHEREAS**, in addition, Borrower executed and delivered an Assignment of Contracts, Licenses and Permits of even date herewith for the benefit of Lender (the "CLP Assignment"), which included an assignment of the Management Agreement; and

**WHEREAS**, pursuant to the Illinois Mechanics Lien Act, 770 ILCS 60/0.1 *et seq.*, as amended from time to time, managers may have lien rights with respect to unpaid fees, expenses and other costs incurred in connection with the management of real property and improvements; and

**WHEREAS**, Lender requires, as a condition precedent to its making of the Loan, that (i) the lien and security interests of the Mortgage and the other Loan Documents be paramount, superior and prior to any and all existing liens or future rights to liens of Manager or any person or entity claiming by, through or under Manager which arise from or relate to the Management Agreement or any obligations, expenses and indebtedness arising thereunder or related to the Management Agreement (collectively, the "Junior Liens"); and (ii) Manager consents to the CLP Assignment.

**NOW, THEREFORE**, in consideration of the mutual covenants made in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to induce Lender to make the Loan, it is agreed as follows:

1. The foregoing recitals are incorporated in this Agreement.
2. The Junior Liens are subordinated and made subject to the lien and operation of the Mortgage and other Loan Documents and any indebtedness, liabilities or obligations arising under or secured by such documents.
3. Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) certified or registered United States mail, postage prepaid, return receipt requested.

To Manager:

Renaissance Realty Group  
2001 West Churchill Street  
Chicago, Illinois 60647  
Attention: Colleen James

To Lender:

Illinois Housing Development Authority  
401 North Michigan Avenue, Suite 700  
Chicago, Illinois 60611

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Attention: Assistant to the Executive Director for Multifamily Programs

with a copy to:

Illinois Housing Development Authority  
401 North Michigan Avenue, Suite 700  
Chicago, Illinois 60611  
Attention: General Counsel

Such addresses may be changed by notice to the other party given in the same manner as provided in this Agreement. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

4. This Agreement shall be binding upon Manager and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

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

6. Notwithstanding anything contained in the Management Agreement to the contrary, at any time following the date on which Lender (or any affiliate or designee of Lender) becomes an owner of any portion of the Development in any manner (including, without limitation, by purchasing the Development at a foreclosure sale or by acceptance of a deed in lieu of foreclosure), Lender shall have the right to terminate the Management Agreement (without penalty or payment of any sum) upon not less than five (5) days' prior written notice to Manager.

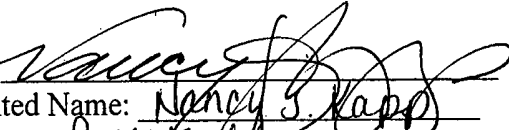
7. Manager acknowledges receipt of a copy of, and consents to, the CLP Assignment by Borrower, and agrees to each and all of its terms and conditions.

8. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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IN WITNESS WHEREOF, the undersigned has caused this Subordination of Management Agreement to be executed by its duly authorized representative.

RENAISSANCE REALTY GROUP  
an Illinois corporation

By:   
Printed Name: Nancy S. Kapp  
Title: President

Property of Cook County Clerk's Office

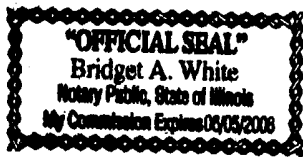
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STATE OF ILLINOIS    )  
                                   ) SS  
 COUNTY OF COOK      )

**ACKNOWLEDGEMENT**

I, the undersigned, a notary public in and for the State and County aforesaid, do certify that Nancy J. Kapp, the President of Renaissance Realty Group, 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/she signed and delivered the said instrument in his/her capacity as President of Renaissance Realty Group, as his/her free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 1<sup>st</sup> day of April, 2008



Bridget A. White  
 Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

THAT PART OF LOTS 50 TO 62, AND OF CERTAIN VACATED EAST-WEST AND NORTH-SOUTH ALLEYS, IN KEMNITZ AND WOLFF'S SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 56 IN KEMNITZ AND WOLFF'S SUBDIVISION AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOTS 56 TO 62, BEING ALSO THE SOUTH LINE OF WEST MELROSE STREET, A DISTANCE OF 163.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 127.33 FEET; THENCE SOUTH 44 DEGREES 56 MINUTES 24 SECONDS EAST, A DISTANCE OF 19.69 FEET (MEASURED AS SOUTH 45 DEGREES 05 MINUTES 38 SECONDS EAST, 19.73 FEET) TO THE SOUTH LINE OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOTS 50 TO 62; THENCE SOUTH 89 DEGREES 59 MINUTES 37 SECONDS EAST (MEASURED AS SOUTH 89 DEGREES 59 MINUTES 36 SECONDS EAST) ALONG THE SOUTH LINE OF SAID VACATED ALLEY, A DISTANCE OF 195.22 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 40 SECONDS WEST, A DISTANCE OF 63.14 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 20 SECONDS EAST, A DISTANCE OF 104.00 FEET TO THE EAST LINE OF SAID LOT 50; THENCE NORTH 00 DEGREES 04 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 50, BEING ALSO THE WEST LINE OF NORTH GREENVIEW AVENUE, A DISTANCE OF 78.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 50; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOTS 50 TO 55, BEING ALSO THE SOUTH LINE OF WEST MELROSE STREET, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PINS:**

14-20-328-013-0000

14-20-328-014-0000

14-20-328-015-0000

14-20-328-016-0000

14-20-328-017-0000

14-20-328-018-0000

14-20-328-027-0000, affects vacated alley and other property

14-20-328-044-0000, affects vacated alley and other property

14-20-328-045-0000

Common Address: 1501 W. Melrose Street, Chicago, IL