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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 06/24/2008 02:08 PM Pg: 1 of 7

MS
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8442018

Thomas A. Graham
Illinois Housing Development
Authority
401 N. Michigan Ave., Ste 700
Chicago, Illinois 60611

Permanent Tax Index
Identification No.:
See legal description attached

Property Address:
See legal description attached

HTF-2716

SUBORDINATION OF MANAGEMENT AGREEMENT

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THIS SUBORDINATION OF MANAGEMENT AGREEMENT (this "Agreement") is made as of the 17TH day of JUNE, 2008, by THE RESURRECTION PROJECT, an Illinois not for profit corporation ("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 Casa Morelos LP, an Illinois limited partnership ("Borrower"), in the maximum principal amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) (the "Loan") for the construction of a multifamily housing development known as Casa Morelos (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 dated DECEMBER 4, 2007 (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 services and the payment of expenses incurred by Manager in connection

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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:

The Resurrection Project
1818 S. Paulina Street
Chicago, Illinois 60608

To Lender:

Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attention: Assistant to the Executive Director for Multifamily Programs

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with a copy to:

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

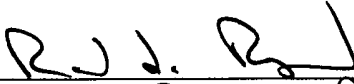
Such addresses may be changed by notice to the other party given in the same manner as provided in this Agreement. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication 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.

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

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THE RESURRECTION PROJECT,
an Illinois not for profit corporation

By: 
Printed Name: Paul I. Raymundo
Title: Executive Director

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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 Raul I Raymundo, the Executive Director of The Resurrection Project, 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 in his capacity as Executive Director of The Resurrection Project as his free and voluntary act and deed and as the free and voluntary act and deed of The Resurrection Project for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of June, 2008.



[Handwritten Signature]
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE
[attached]

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

A PART OF BLOCK 18 IN WALSH AND MCMULLEN'S SUBDIVISION OF THE SOUTH $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID BLOCK 18, SAID POINT OF COMMENCEMENT BEING LOCATED ON THE EAST RIGHT OF WAY LINE SOUTH MORGAN STREET AND DISTANT 120.80 FEET SOUTH OF THE NORTHWEST CORNER OF SAID BLOCK 18; THENCE SOUTH 89 DEGREES 54 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 120.80 FEET OF SAID BLOCK 18, A DISTANCE OF 207.95 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES 54 MINUTES 27 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 175.14 FEET TO A POINT IN THE EAST LINE OF SAID BLOCK 18, SAID POINT BEING LOCATED IN THE WEST RIGHT OF WAY LINE OF SOUTH SANGAMON STREET; THENCE SOUTH 00 DEGREES 05 MINUTES 40 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 169.30 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 152.00 FEET OF SAID BLOCK 18; THENCE NORTH 89 DEGREES 52 MINUTES 20 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 153.82 FEET TO A POINT; THENCE NORTH 00 DEGREES 05 MINUTES 06 SECONDS WEST A DISTANCE OF 74.30 FEET TO A POINT; THENCE SOUTH 89 DEGREES 50 MINUTES 08 SECONDS WEST A DISTANCE OF 21.50 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 24 SECONDS EAST A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY ACCESS EASEMENT AGREEMENT MADE BY AND BETWEEN THE RESURRECTION PROJECT, AN ILLINOIS NOT FOR PROFIT CORPORATION AND CASA MORELOS LP, AN ILLINOIS LIMITED PARTNERSHIP DATED JUNE 17, 2008 AND RECORDED JUNE 17, 2008 AS DOCUMENT NUMBER 0816918091 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER, UPON AND ACROSS THE EASEMENT AREA, AS DEFINED ON EXHIBIT C THEREIN.

ADDRESS: 2015 South Morgan Avenue, Chicago, Illinois 60608

PIN: Part of 17-20-433-005-0000 and 17-20-433-013-0000