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This instrument prepared
by and after recording should
be returned to:



Doc#: 0917418064 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/23/2009 03:29 PM Pg: 1 of 9

Karen Bielarz
Senior Supervisor Counsel
City of Chicago
121 North LaSalle Street,
Room 600
Chicago, Illinois 60602



Property of Cook County Clerk's Office

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REDEVELOPMENT SUBORDINATION AGREEMENT

This Redevelopment Subordination Agreement ("Agreement") is executed and delivered as of June 17th, 2009, by and between Bank of America, National Association, a national banking association, ("Lender"), and the City of Chicago, an Illinois municipal corporation (the "City").

WITNESSETH:

WHEREAS, JIH West, L.L.C., an Illinois limited liability company (the "Developer") and the City, acting by and through its Department of Community Development, have entered into that certain Agreement for the Sale and Redevelopment of Land dated as of June 17th, 2009, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on 0917418063, 2009, as Document No. 6-23-09* ("Redevelopment Agreement"), pursuant to which the City has agreed to sell and the Developer has agreed to purchase the real property legally described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, pursuant to the terms of the Redevelopment Agreement, the Developer has agreed to construct on the Property (the "Project"); and

WHEREAS, as part of obtaining financing for the Project, the Developer and the Lender shall enter into a certain Loan Agreement (the "Loan Agreement"), subsequent to the closing on the transfer of Property from the City to Developer, pursuant to which the Lender has agreed to provide a loan in the principal amount of up to Eight Million One Hundred Eighty-One Thousand and 00/100 Dollars (\$8,181,000) (the "Loan"), which Loan shall be evidenced by a

2009/06/23 03:29 PM
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Cook County Recorder of Deeds

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Promissory Note (the “Note”) in said amount to be executed and delivered by the Developer to the Lender, and the repayment of the Loan is secured by certain liens and encumbrances on the Property pursuant to the Loan Agreement (all such agreements being referred to herein collectively as the “Loan Documents”); and

WHEREAS, pursuant to the Redevelopment Agreement, the Developer has agreed to be bound by certain covenants expressly running with the Property, as set forth in Sections 11 (Commencement and Completion of Project), 13 (Restrictions on Use), 14 (Prohibition Against Transfer of Property) and 15 (Limitation Upon Encumbrance of Property) of the Redevelopment Agreement (the “City Encumbrances”); and

WHEREAS, the Redevelopment Agreement requires that the Lender agree to subordinate its liens under the Loan Documents to the City Encumbrances.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and City hereby agree as follows:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. Nothing herein, however, shall be deemed to limit any of the Lender’s other rights or other priorities under the Loan Documents, including, without limitation, the Lender’s rights to receive, and the Developer’s obligation to make, payments and prepayments of principal and interest on the Note or to exercise the Lender’s rights pursuant to the Loan Documents except as provided herein. Furthermore, nothing herein shall be deemed to negate, limit or modify the provisions of Section 16 (Mortgagees Not Obligated to Construct) of the Redevelopment Agreement.
2. Notice of Default. The Lender shall use reasonable efforts to give to the City (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents, and (b) copies of waivers, if any, of the Developer’s default in connection therewith. Neither the Developer nor any other third party is an intended beneficiary of this Section 2. Failure of the Lender to deliver such notices or waivers shall in no instance alter the rights or remedies of the Lender under the Loan Documents.
3. City’s Notice of Default and Lender’s Cure Period. The City shall use reasonable efforts to give to the Lender (a) copies of any notices of default which it may give to the Developer with respect to the Redevelopment Agreement, and (b) copies of waivers, if any, of the Developer’s default in connection therewith. Neither the Developer nor any other third party is an intended beneficiary of this Section 3. The Lender shall have a sixty (60) day cure period to remedy such default on behalf of Borrower from the City’s delivery of such copy. If the default is not capable of being cured within the sixty (60) day period, then provided the Developer and/or the Lender has commenced to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, and thereafter diligently prosecutes such cure through to completion, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure

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the default. If the default is not cured in the time period provided for herein, the City may institute such remedies as provided under the Redevelopment Agreement.

4. Waivers. No waiver shall be deemed to be made by the City of any of its rights hereunder unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City in any other respect at any other time.
5. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.
6. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.
7. Notices. Any notice required hereunder shall be in writing and addressed to the parties as set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:

City of Chicago
 Department of Community Development
 121 North LaSalle Street
 Room 1000 - City Hall
 Chicago, Illinois 60602

With a copy to:

City of Chicago
 Department of Law
 121 North LaSalle Street
 Room 600
 Chicago, Illinois 60602
 Attn: Deputy Corporation Counsel
 Real Estate and Land Use Division

If to Lender:

Bank of America, N.A.
 135 South La Salle Street
 Chicago, Illinois 60603
 Attn: Scott Kosmeder
 Vice President

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Any notice given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice given pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice given pursuant to clause (c) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

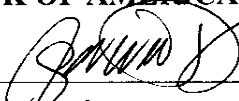
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IN WITNESS WHEREOF, Lender and City have executed this Redevelopment Subordination Agreement as of the date first written above.

BANK OF AMERICA, NATIONAL ASSOCIATION

By: 

Its: Asst. Vice President

CITY OF CHICAGO,
by and through its
Department of Community Development

Christine A. Raguso
Acting Commissioner

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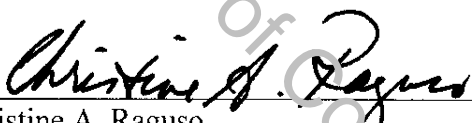
IN WITNESS WHEREOF, Lender and City have executed this Redevelopment Subordination Agreement as of the date first written above.

BANK OF AMERICA, NATIONAL ASSOCIATION

By: _____

Its: _____

CITY OF CHICAGO,
by and through its
Department of Community Development



Christine A. Raguso
Acting Commissioner

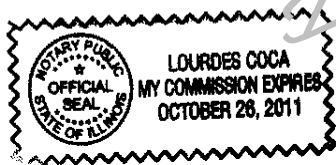
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Loures Coca, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Garcia Dussard, personally known to me to be the Asst. Vice President of Bank of America, and 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 said instrument, pursuant to the authority given to him/her by Bank of America, as his/her free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of June, 2009.



Loures Coca
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Christine A. Raguso, personally known to me to be the Acting Commissioner of the City of Chicago's Department of Community Development, and 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 she signed and delivered said instrument, pursuant to the authority given to her by the City of Chicago, and as her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2009.

NOTARY PUBLIC

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____ of _____, a _____, and 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 said instrument, pursuant to the authority given to him/her by _____, as his/her free and voluntary act and as the free and voluntary act of _____, for the uses and purposes therein set forth.

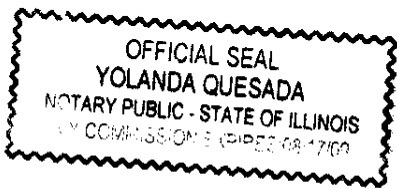
GIVEN under my hand and notarial seal this ____ day of _____, 2009.

 NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, *Yolanda Quesada*, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Christine A. Raguso, personally known to me to be the Acting Commissioner of the City of Chicago's Department of Community Development, and 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 she signed and delivered said instrument, pursuant to the authority given to her by the City of Chicago, and as her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16 day of June, 2009.



Yolanda Quesada
 NOTARY PUBLIC

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

That part of the Subdivision of Lots 26 to 39, inclusive, of Pollock's Subdivision of 4 acres in the South Half of the Southeast Quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, and Lots 3 to 6, inclusive of Half Acre in said Southeast Quarter, and also Lots 66 and 67 and the West 8 feet of Lot 65 and 68 in said Southeast Quarter, and also Lots 66 and 67 and the West 8 feet of Lot 65 and 68 in C.G.E. Prussings Subdivision of Southwest Block of 33.81 acres in the South Half of the Southeast Quarter of said Section 12, described as follows:

Beginning at the Southwest corner of said Subdivision; thence North 90 degrees 00 minutes 00 seconds West along the South line of said Subdivision 201.64 feet; thence North 0 degrees 16 minutes 29 seconds West 126.09 feet to the South line of the east-west vacated alley; thence South 89 degrees 58 minutes 17 seconds East along the South line of the east-west vacated alley 201.65 feet to the East line of said Subdivision; thence South 0 degrees 16 minutes 08 seconds East along the East line of said Subdivision 125.99 feet to the Point of Beginning, in Cook County, Illinois.

Parcel 2:

Lots 69 through 73, both included, and the West 2.00 feet of Lot 74, in C.G.E. Prussings Subdivision of Southwest Block 1 of 33.81 acres in the South Half of the Southeast Quarter of Section 12, Township 39 North, Range 13 of the Third Principal Meridian, in Cook County, Illinois.

Note: The vacated alley referenced in this legal description is not conveyed herewith.

Commonly known and numbered as: 2536 - 68 West Madison Street
Chicago, Illinois 60607

Permanent Index Numbers: 16-12-427-007-0000 (partial)
16-12-427-049-0000
16-12-427-050-0000
16-12-427-064-0000