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This document prepared by
and after recording, return
to: **Thomas M. Jenkins**
**Illinois Housing Development
Authority**
401 N. Michigan Ave. Ste 700
Chicago, Illinois 60611
Property Identification No.:
13-18-409-035
13-18-409-077
Property Address:
4255 N. Oak Park Avenue
Chicago, Illinois

Doc#: 1004234047 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/11/2010 09:31 AM Pg: 1 of 6

HOME & HTF- 10134

SUBORDINATION OF MANAGEMENT AGREEMENT

THIS SUBORDINATION OF MANAGEMENT AGREEMENT (this "Agreement") is made as of this 29th day of January, 2010, by **SENIOR LIFESTYLE MANAGEMENT CORPORATION** ("Manager"), to aid 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 two (2) loans to Senior Suites Chicago Wright campus, LLC ("Borrower") as follows: (i) a loan from the HOME Program in the maximum principal amount of One Million Four Hundred Two Thousand Three Hundred Eighty-Six and No/100 Dollars (\$1,402,386.00) (the "HOME Loan") and (ii) a loan from the Trust Fund in the maximum principal amount of One Million Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000.00) (the "TF Loan") (the HOME Loan and the TF Loan shall collectively be referred to herein as the "Loans") for the construction of a multifamily housing development known as The Suites of Autumn Green at Wright Campus (the "Development") to be located on the real estate described on **Exhibit A** attached hereto and made a part hereof. The Loans are secured by those certain mortgages dated as of the date hereof given by Borrower in favor of Lender (the "Mortgages") and certain other documents evidencing, securing and governing the Loans. The Mortgages 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 services and the payment of expenses incurred by Manager in connection with such services;

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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 Loans, 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 Loans, 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 Mortgages 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:

Senior Lifestyle Management Corporation

To Lender:

Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700

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Chicago, Illinois 60611

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.

SENIOR LIFESTYLE MANAGEMENT CORPORATION

an Illinois corporation

By: 

Printed Name: Robert Gawronski

Title: Asst. Treasurer

Property of Cook County Clerk's Office

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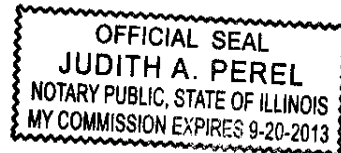
STATE OF ILLINOIS)
) SS
COUNTY OF)

ACKNOWLEDGEMENT

I, the undersigned, a notary public in and for the State and County aforesaid, do certify that Robert Gawranski, the Vice President of Senior Lifestyle Management Corporation, 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 Vice President of Senior Lifestyle Management Corporation as his/her free and voluntary act and deed and as the free and voluntary act and deed of Senior Lifestyle management Corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of January, 2010.

Judith A. Perel
Notary Public



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LEGAL DESCRIPTION

Parcel 1:

THAT PART OF THE SOUTH FRACTIONAL HALF OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE INDIAN BOUNDARY LINE, BEING ALSO THE SOUTHEASTERLY LINE OF WEST FOREST PRESERVE DRIVE, WITH THE EAST LINE OF NORTH OAK PARK AVENUE, AS SHOWN ON THE PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT 11544080; THENCE SOUTH 01°42'45" WEST ALONG SAID EAST LINE OF NORTH OAK PARK AVENUE, 62.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°42'45" WEST ALONG SAID EAST LINE, 10.11 FEET; THENCE CONTINUING ALONG SAID EAST LINE WHICH IS THE ARC OF A CIRCLE, 241.71 FEET, CONVEX WESTERLY, HAVING A RADIUS OF 2337.50 FEET, WITH A CHORD BEARING OF SOUTH 01°14'59" EAST AND A CHORD DISTANCE OF 241.61 FEET; THENCE NORTH 86°07'57" EAST, 56.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE, 14.87 FEET, CONVEX SOUTHERLY, HAVING A RADIUS OF 25.00, A CHORD BEARING OF NORTH 69°05'37" EAST AND A CHORD DISTANCE OF 14.65 FEET; THENCE NORTH 48°16'12" EAST, 43.89 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE, 21.49 FEET, HAVING A RADIUS OF 49.50 FEET, A CHORD BEARING OF NORTH 32°02'56" EAST, A CHORD DISTANCE OF 21.32 FEET; THENCE NORTHERLY ALONG THE ARC OF A CIRCLE, 9.30 FEET, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 08°57'24" EAST, A CHORD DISTANCE OF 9.25 FEET; THENCE NORTH 01°41'57" WEST, 159.89 FEET; THENCE NORTH 88°03'57" WEST, 21.49 FEET; THENCE NORTH 01°56'03" EAST, 22.50 FEET; THENCE NORTH 88°03'57" WEST, 94.65 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel 2:

Easements for Ingress and Egress for the benefit of Parcel 1 above as created by Easements, Covenants and Restrictions Agreement Relating to the Autumn Green at Wright Campus Property Owner's Association, dated September 21, 2007 and recorded September 21, 2007 as document number 0726416069, as more particularly described therein; and as amended by that certain First Amendment to Easements, Covenants and Restrictions Agreement Relating to the Autumn Green at Wright Campus Property Owner's Association, dated January 2, 2009 and recorded April 14, 2009 as document number 0910410052 subject to the terms contained therein over and across the parcels of land described therein.

Common Address: 4255 N. Oak Park Avenue, Chicago, Illinois

PIN: 13-18-409-077
