

UNOFFICIAL COPY



PREPARED BY AND
WHEN RECORDED MAILTO:

Elvin E. Charity, Esq.
Charity & Associates, P.C.
20 N. Clark Street
Suite 1150
Chicago, Illinois 60602

40017064 (15/16)

Doc#: 1513429106 Fee: \$68.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/14/2015 04:25 PM Pg: 1 of 16

SUBORDINATION AGREEMENT (AHP LOAN)

THIS SUBORDINATION AGREEMENT is made and entered into this 14th day of May, 2015, by and among IFF, an Illinois not-for-profit corporation, as the holder of rights under the Subordinate Mortgage (as hereinafter defined), the Subordinate Note (as hereinafter defined), the Repayment Agreement (as hereinafter defined), and the Collateral Assignment Agreement (as hereinafter defined), with a mailing address of One North LaSalle Street, Suite 700, Chicago, Illinois 60602 ("Subordinate Lender"), and BANK OF AMERICA, N.A., a national banking association ("Bank of America"), as construction lender, with a mailing address of 101 E Kennedy Boulevard, Mail Code: FL1-400-06-10, Tampa, Florida 33602, Attention: CREB Loan Administration, and acknowledged and agreed to by HISPANIC HOUSING DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation ("HHDC"), with a mailing address of 325 N. Wells, 8th Floor, Chicago, Illinois 60654 and SACRAMENTO AND THOMAS LIMITED PARTNERSHIP, an Illinois limited partnership ("Borrower"), with a mailing address of c/o Sacramento and Thomas Corporation, 325 N. Wells St., 8th Floor, Chicago, Illinois 60654.

WITNESSETH:

WHEREAS, pursuant to that certain Construction Loan Agreement, of even date herewith (the "Bank of America Loan Agreement"), between Bank of America and Borrower, Bank of America is the owner and holder of a certain Promissory Note, of even date herewith, payable to the order of Bank of America, in the original principal amount of Seven Million Five Hundred Forty-Five Thousand Two Hundred Three and No/100 Dollars (\$7,545,203.00), (as renewed, extended, modified, amended or restated from time to time, the "Bank of America Note"); and

WHEREAS, the Bank of America Note and the indebtedness evidenced thereby is secured by that certain Leasehold Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated of even date herewith, and recorded contemporaneously herewith in the Office of the Recorder of Cook County, Illinois (as amended, supplemented, modified, restated, renewed or extended from time to time, the "Bank of America Mortgage"), granting a first priority lien on the Borrower's estate and interest in the real estate commonly known as 1045 N. Sacramento Boulevard, Chicago, Illinois and more particularly described in Exhibit A, attached hereto and incorporated herein, and all other Property as defined in the Bank of America Mortgage, including, without limitation, the Improvements, the Accessories and the Personalty, as such terms are defined in the Bank of America Mortgage (collectively the "Property"). The Bank of America Loan Agreement, the Bank of America Note, the

UNOFFICIAL COPY

Bank of America Mortgage and all other documents issued in connection therewith are herein referred to collectively as the "Bank of America Documents"; the obligations created under and pursuant to the Bank of America Documents are herein referred to collectively as the "Bank of America Obligations"; and

WHEREAS, IFF, an Illinois not-for-profit corporation (the "Permanent Lender") has issued its commitment letter to the Borrower, dated as of January 26, 2015 (the "Permanent Loan Commitment"), pursuant to which the Permanent Lender has committed, upon the satisfaction of the terms and conditions set forth in the Permanent Loan Commitment, to make a permanent loan (the "Permanent Loan") to the Borrower in the principal amount of Three Hundred Sixty Thousand and No/100 Dollars (\$360,000.00), the proceeds of which shall be used to partially repay the Bank of America Loan and secure the release of the Bank of America Mortgage; and

WHEREAS, the Permanent Loan will be evidenced by a promissory note (the "Permanent Note") made by the Borrower to the order of Permanent Lender and will be secured by a first priority leasehold mortgage (the "Permanent Mortgage," and, together with the Permanent Loan Commitment, the Permanent Note and the other documents evidencing and securing the Permanent Loan, referred to hereinafter collectively as the "Permanent Loan Documents") in the Property executed and delivered by the Borrower; and

WHEREAS, the Subordinate Lender is a member of the Federal Home Loan Bank of Chicago (the "Federal Home Loan Bank") and submitted an application for an AHP grant in the amount of Three Hundred Ninety-Two Thousand Eight Hundred Six and 00/100 Dollars (\$392,806.00) (the "AHP Subsidy") to pay certain costs associated with the construction of the Property. The Federal Home Loan Bank, HHDC, and the Subordinate Lender have entered into an Affordable Housing Program Agreement for Rental Project effective November 17, 2014 (the "AHP Agreement") pertaining to the AHP Subsidy; and

The AHP Subsidy has been or will be disbursed by the Subordinate Lender on behalf of the Federal Home Loan Bank to HHDC. HHDC will loan the proceeds of the AHP Subsidy (the "Loan") to the Borrower, which loan is evidenced by a Promissory Note (AHP Loan), dated of even date herewith, in the principal amount of Three Hundred Ninety-Two Thousand Eight Hundred Six and 00/100 Dollars (\$392,806.00) from the Borrower to HHDC (the "Subordinate Note"), and is secured by a certain Fourth Junior Leasehold Mortgage, Assignment of Rents and Security Agreement (AHP Loan) (the "Subordinate Mortgage"), dated of even date herewith, made by the Borrower in favor of HHDC and recorded contemporaneously herewith in the Recorder's Office of Cook County, Illinois. The Borrower will utilize the proceeds of the AHP Subsidy to construct the Property; and

WHEREAS, the Subordinate Lender, HHDC, and Borrower entered into a Retention / Repayment Agreement for Rental Projects Using Low Income Housing Tax Credits (LIHTC) Affordable Housing Program Repayment Agreement, dated of even date herewith, (the "Repayment Agreement") pursuant to which HHDC and Borrower agree for a period of fifteen (15) years from the date of project completion to, among other things, (a) comply with the AHP regulations (12 CFR Part 1291) and the applicable provisions of the Financial Institutions Reform, Recovery and Enforcement Act of 1989; (b) pay and reimburse the Subordinate Lender for the amount of the Loan in the event of an uncured default under the Repayment Agreement and a recapture of some or all of the Affordable Housing Program funds by the Federal Home Loan Bank from Subordinate Lender; (c) indemnify the Subordinate Lender with respect to all fees, charges expenses and other indebtedness described in the Repayment Agreement and (d) perform all of the covenants, agreements and obligations under the AHP Agreement, the Repayment Agreement, the Collateral Assignment Agreement (as hereinafter defined), the Subordinate Mortgage, the Subordinate Note, and any other documents evidencing or securing the obligations under clauses (a), (b), (c) and (d) above (collectively, the "Subordinate Lender Documents"), and the obligations created under

UNOFFICIAL COPY

the Subordinate Lender Documents, including those itemized in the preceding clauses (a), (b), (c) and (d) are collectively the "Subordinate Lender Obligations"; and

WHEREAS, the Subordinate Lender and HHDC entered into a Collateral Assignment of Promissory Note (AHP Loan) and Fourth Junior Leasehold Mortgage, Assignment of Rents and Security Agreement (AHP Loan) (the "Collateral Assignment Agreement"), dated of even date herewith, pursuant to which HHDC has (i) assigned to the Subordinate Lender all of its right, title and interest in and to the Subordinate Note, and (ii) assigned to the Subordinate Lender all of its right, title and interest in and to the Subordinate Mortgage as security for the payment and performance of the Subordinate Lender Obligations of HHDC and the Borrower to the Subordinate Lender in connection with the Subordinate Lender Documents (as hereinafter defined) and any and all other obligations and liabilities of HHDC and the Borrower to the Subordinate Lender incurred in connection with the Subordinate Lender Obligations; and

WHEREAS, the Subordinate Mortgage, the Subordinate Note, the Repayment Agreement, the Collateral Assignment Agreement, and all other documents evidencing, securing and governing the Subordinate Lender Obligations are herein referred to collectively as the "Subordinate Lender Documents"; and

WHEREAS, the parties intend that the Subordinate Mortgage and the lien on the Property created thereunder be and remain subject, subordinate and inferior to the Bank of America Mortgage in all respects; and

WHEREAS, in connection with the making of the loan evidenced by the Bank of America Note, the obligations of which are secured by the Bank of America Mortgage, the Subordinate Lender has agreed to subordinate and make inferior: (i) the right, title, lien and interest created by the Subordinate Mortgage to the right, title, lien, and interest of the Bank of America Mortgage; and (ii) Subordinate Lender's rights to receive any payments under or on account of the Subordinate Lender Obligations to Bank of America's rights to receive payments under or on account of the Bank of America Obligations.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt, adequacy, and sufficiency of all of which are hereby acknowledged, Subordinate Lender hereby covenants and agrees as follows:

1. Recitals Incorporated. The recitals set forth hereinabove are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth hereinbelow, provided, however, that such recitals shall not be deemed to modify the express provisions hereinafter set forth.

2. Subordination.

(a) Subordinate Lender, for itself, its successors, and assigns (including, without limitation, all subsequent holders of the Subordinate Note and the Subordinate Mortgage) does hereby subordinate (a) the Subordinate Mortgage, (b) all of the indebtedness now or hereafter secured by the Subordinate Mortgage, and (c) all of its right, title, lien, and interest in and to the Property and the rents, issues, and profits therefrom, to (i) the Bank of America Mortgage, (ii) all of the indebtedness now or hereafter secured by the Bank of America Mortgage, and (iii) all of the right, title, lien and interest held by Bank of America, its successors, and assigns (including, without limitation, all subsequent holders of the Bank of America Note and the Bank of America Mortgage), in and to the Property and the rents, issues, and profits therefrom, under and pursuant to (W) the Bank of America Note, (X) the Bank of America Loan Agreement, (Y) the Bank of America Mortgage, and (Z) all other of the Bank of America Documents, and any and all extensions, renewals, modifications, and replacements thereof. From and

UNOFFICIAL COPY

after the date hereof, all of the documents, indebtednesses, right, title, lien, and interest described in clauses (a), (b) and (c) hereinabove shall be subject and subordinate to all of the documents, indebtednesses, right, title, lien, and interest described in clauses (i), (ii) and (iii) hereinabove.

(b) Until Subordinate Lender receives a notice from Bank of America to Borrower stating that an "Event of Default" (as that term is defined in the Bank of America Documents) has occurred (a "Default Notice"), Subordinate Lender shall be entitled to retain for its own account any payments made under or pursuant to the Subordinate Lender Documents.

(c) Borrower agrees that, after it receives a Default Notice, it will not make any payments under or pursuant to the Subordinate Lender Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees or any other sums secured by the Subordinate Lender Documents) without Bank of America's prior written consent. If Subordinate Lender receives written notice from Bank of America that the default which gave rise to Subordinate Lender's Default Notice has been cured, waived, or otherwise suspended by Bank of America, the restrictions on payment to Subordinate Lender in this Section 2 shall terminate, and Bank of America shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new Default Notice from Bank of America in accordance with the provisions of this Section 2(c).

(d) Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to the Permanent Loan Documents, as well as to the documents evidencing and securing any other new mortgage debt which is for the purpose of refinancing all or any part of the loan evidenced by the Bank of America Note (including reasonable and necessary costs associated with the closing and/or the refinancing). From and after the date of the closing of the Permanent Loan, all the terms and covenants of this Agreement shall inure to the benefit of any holder of the Permanent Loan, and all references to the Bank of America Note, the Bank of America Mortgage and the Bank of America Documents shall mean, respectively, the Permanent Note, the Permanent Mortgage and the Permanent Loan Documents. Upon request of Bank of America or the Permanent Lender, Subordinate Lender and Borrower shall execute and deliver to the Permanent Lender a new subordination agreement on the same terms and conditions as this Agreement or upon such other terms as shall be reasonable required by the Permanent Lender so as to effectuate, ratify and confirm the subordination of the Subordinate Lender Documents to the Permanent Loan Documents.

3. Amendments to/Foreclosure of the Subordinate Lender Documents Subordinate Lender hereby agrees during the term of this Agreement that, notwithstanding anything provided in the Subordinate Lender Documents to the contrary, so long as the Bank of America Obligations remain outstanding, unless Bank of America shall consent in writing, Subordinate Lender shall not (a) except as provided in subsection 10(b) hereafter, amend or modify the provisions of the Subordinate Note or the Subordinate Mortgage, or (b) seek to foreclose the Subordinate Mortgage or otherwise enforce its lien against the Property.

4. Bankruptcy. The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without Bank of America's prior written consent. Upon any distribution of the assets or properties of Borrower or upon any dissolution, winding up, liquidation, bankruptcy or reorganization involving Borrower (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors or otherwise, herein referred to as a "Proceeding"):

UNOFFICIAL COPY

(a) Bank of America shall first be entitled to receive payment in full of the principal of and interest on the Bank of America Obligations and all fees and any other payments (including post-petition interest and all costs and expenses) due pursuant to the terms of the Bank of America Documents, before Subordinate Lender is entitled to receive any payment on account of the Subordinate Lender Obligations; and

(b) any payment or distribution of the assets or properties of Borrower of any kind or character, whether in cash, property, or securities, to which Subordinate Lender would be entitled except for the provisions of this Agreement, shall be paid by the debtor in possession, liquidating trustee or agent or other person making such payment or distribution directly to Bank of America; and

(c) In the event that, notwithstanding the foregoing, any payment or distribution of the assets or properties of Borrower of any kind or character, whether in cash, property, or securities, shall be received by Subordinate Lender on account of principal, interest, fees, or other amounts on or with respect to the Subordinate Lender Obligations before all of the Bank of America Obligations are paid in full, such payment or distribution shall be paid over to Bank of America forthwith, for application to the payment of the Bank of America Obligations until all such Bank of America Obligations shall have been paid in full in accordance with the terms of the Bank of America Documents.

To effectuate the foregoing, Subordinate Lender does hereby: (i) irrevocably assign to Bank of America all of Subordinate Lender's rights as a secured or unsecured creditor in any Proceeding and authorizes Bank of America to take, or refrain from taking, any action to assert, enforce, modify, waive, release or extend Subordinate Lender's lien and/or claim in such Proceeding, including but not limited to (a) filing a proof of claim arising out of the Subordinate Lender Obligations, (b) voting or refraining from voting claims arising from the Subordinate Lender Obligations, either in Bank of America's name or in the name of Bank of America as attorney-in-fact of Subordinate Lender, (c) accepting or rejecting any payment or distribution made with respect to any claim arising from the Subordinate Lender Obligations and applying such payment and distribution to payment of Bank of America's claim until the Bank of America Obligations are paid and satisfied in full in accordance with their terms, and (d) taking any and all actions and executing any and all instruments necessary to effectuate the foregoing and, inter alia, to establish Bank of America's entitlement to assert Subordinate Lender's claim in such Proceeding; and (ii) release and indemnify Bank of America and hold Bank of America harmless from and against any claims, causes of action, losses, costs or damages arising out of or with respect to Bank of America's actions in a Proceeding as set forth in this Agreement.

5. Continuing Benefits. No right of Bank of America or any present or future holder of the Bank of America Obligations to enforce the subordination as provided herein shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of Borrower or any other party, whether borrower, guarantor or otherwise, or by any act or failure to act, in good faith, by the holder of the Bank of America Obligations, or by any noncompliance by Borrower or any borrower, guarantor or otherwise with the terms of the Bank of America Note or any other of the Bank of America Documents regardless of any knowledge thereof which such holder may have or be otherwise charged with.

6. Enforcement of Subordination. Subordinate Lender, by its execution of this Subordination Agreement, authorizes and expressly directs Bank of America to take such action as may be necessary or appropriate, in Bank of America's sole discretion, from time to time to effectuate the subordination provided herein and hereby appoints Bank of America its attorney-in-fact for such purpose, including, without limitation, in the event of any dissolution, winding up, liquidation, or reorganization of Borrower (whether in bankruptcy, insolvency, or receivership proceedings or upon an assignment for the benefit of creditors or otherwise) tending toward liquidation of the business or the assets of Borrower, the immediate filing of a claim for the unpaid balance of the Subordinate Lender Obligations in the form

UNOFFICIAL COPY

required in such proceedings, the voting of such claim during the pendency of such proceedings, and the taking of all steps necessary to cause such claim to be approved.

7. Subordinate Lender's Exercise of Remedies. If a default occurs and is continuing under the Subordinate Lender Documents, Subordinated Lender agrees that, without Bank of America's prior written consent, it will not commence foreclosure proceedings with respect to the Property under the Subordinate Lender Documents or exercise any other rights or remedies it may have under the Subordinate Lender Documents, including, but not limited to accelerating the Subordinate Lender Obligations (enforcing any "due on sale" provision included in the Subordinate Lender Documents), collecting rents, appointing (or seeing the appointment of) a receiver or exercising any other rights or remedies thereunder, provided, however, Subordinate Lender shall be entitled to exercise and enforce the covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in any Subordinate Lender Documents.

8. Subordinate Lender Documents. The executed Subordinate Lender Documents are substantially in the same forms as those submitted to, and approved by, Bank of America prior to the date of this Agreement.

9. Payment and Performance Bonds.

The Borrower, at its expense, shall deliver payment and performance bonds (the "Bonds"), each in a penal sum equal to the amount of the Construction Contract (as defined in the Bank of America Documents). The parties acknowledge and agree that Subordinate Lender and Bank of America shall be named as co-obligees with respect to such Bonds. In the event of a default under the Subordinate Lender Documents or the Bank of America Documents, then Bank of America, in its own name, or as agent and attorney-in-fact for the Borrower, may take such action and require such performance under any of the Bonds to be furnished hereunder as Bank of America deems necessary or advisable and may make settlements and compromises with the surety or sureties under any such Bonds, and in connection therewith, may execute instruments of release and satisfaction. Unless Bank of America has reasonably determined, after consultation with Subordinate Lender, that the completion of the Project on or before the placed in service deadline (within the meaning of Section 42 of the Internal Revenue Code of 1986, as amended) is not feasible, all proceeds payable under any such Bonds shall be applied first to the costs of completing the construction on and at the Property. Any Bond proceeds not so applied to the costs of completing the construction on and at the Property shall be applied, first to the payment of the indebtedness secured by the Bank of America Mortgage, second to the indebtedness secured by the Subordinate Mortgage and then as directed by Borrower. Bank of America shall use reasonable efforts to advise Subordinate Lender of its actions taken under any of the Bonds in accordance with the rights provided under this Section.

10. Representations, Warranties and Covenants of Subordinate Lender. Each of Subordinate Lender and HHDC, as applicable, hereby covenants, agrees, warrants, represents, and certifies unto Bank of America that:

(a) Subordinate Lender is the owner and holder of the Subordinate Lender Note and the Subordinate Mortgage;

(b) Neither the Subordinate Lender Note nor the Subordinate Mortgage has been extended, renewed, amended, transferred, or otherwise modified except (1) via the allonge pursuant to which HHDC endorsed the Subordinate Lender Note to the Subordinate Lender, (2) to record the dates on which loan proceeds were advanced and the amounts advanced, and (3) as otherwise set forth herein;

UNOFFICIAL COPY

(c) This Subordination Agreement has been duly authorized by Subordinate Lender and HHDC, respectively, the persons executing, acknowledging, and delivering this Subordination Agreement on behalf of Subordinate Lender and HHDC, respectively, are fully authorized to do so, and all of the terms and provisions of this Subordination Agreement are fully enforceable against each of Subordinate Lender and HHDC, respectively, and its respective successors and assigns;

(d) The indebtedness evidenced by the Subordinate Lender Note is the only indebtedness secured by the Subordinate Mortgage;

(e) To the knowledge of Subordinate Lender and HHDC, there exists no default or event of default of any nature under the terms and provisions of the Subordinate Lender Note, the Subordinate Mortgage, or combination thereof, and no condition which, with the giving of notice and/or the passage of time, would result in such an event of default;

(f) Subordinate Lender agrees and covenants that copies of all notices, communications, or designations required or permitted under the Subordinate Lender Note or the Subordinate Mortgage shall be sent to Bank of America at the address specified in Section 16 hereof, or at such other address as Bank of America shall furnish to Subordinate Lender in the manner provided in Section 16 hereof;

(g) Except as provided in subsection 10(b) above, in no event shall the terms and provisions of the Subordinate Lender Note or the Subordinate Mortgage be modified, amended, renewed, or extended, unless Bank of America shall first consent in writing to such modification, amendment, renewal, or extension, which consent may be withheld in Bank of America's sole judgment; and

(h) If a default occurs and is continuing under the Subordinate Lender Documents, Subordinate Lender agrees that, without Bank of America's prior written consent, it will not commence foreclosure proceedings with respect to the Property under the Subordinate Lender Documents or exercise any other rights or remedies it may have under the Subordinate Lender Documents, including, but not limited to accelerating the Subordinate Lender Obligations (enforcing any "due on sale" provision included in the Subordinate Lender Documents), collecting rents, appointing (or seeing the appointment of) a receiver or exercising any other rights or remedies thereunder.

Subordinate Lender and HHDC acknowledges and understands that Bank of America will rely upon the certifications, warranties, representations, covenants, and agreements contained herein as a material consideration and inducement in making, extending or modifying the loan evidenced by the Bank of America Note and secured by the Bank of America Mortgage

11. Dealings with Borrower. Bank of America may extend, renew, modify, or amend the terms of the Bank of America Obligations and any of the Bank of America Documents, or extend, renew, modify, or amend the terms of any security therefor and release, transfer, assign, sell, or exchange such security and otherwise deal freely with Borrower to the same extent as could any person, all without notice to or consent of Subordinate Lender and without affecting the liabilities and obligations of Subordinate Lender, pursuant to the provisions hereof.

12. Assignment of the Bank of America Obligations. Bank of America may assign or transfer any or all of the Bank of America Obligations and/or any interest therein or herein and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Bank of America Obligations shall be and remain senior to the Subordinate Lender Obligations, and the Subordinate Lender Obligations shall be and remain subject and subordinate to the Bank of America Obligations for the purposes of this Agreement, and every immediate and successive assignee or transferee of any of the Bank of America Obligations or of any interest therein or herein shall, to the

UNOFFICIAL COPY

extent of the interest of such assignee or transferee in the Bank of America Obligations, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferee were Bank of America; provided, however, that, unless Bank of America shall otherwise consent in writing, Bank of America shall have an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Agreement, for the benefit of Bank of America, as to those portions of the Bank of America Obligations which Bank of America has not assigned or transferred.

13. Waiver; Modification. No delay on the part of Bank of America in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Bank of America of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon Bank of America except as expressly set forth in a writing duly signed and delivered by or on behalf of Bank of America.

14. Waiver of Rights. Borrower hereby waives (a) notice of acceptance of this Agreement by Bank of America, (b) notice of the existence or creation or nonpayment of all or any of the Bank of America Obligations, and (c) all diligence in the collection or protection of or realization upon the Bank of America Obligations or the collateral therefor.

15. Books and Records. Subordinate Lender will make appropriate entries in the books and records of Subordinate Lender to indicate that the Subordinate Lender Obligations is subject to the Bank of America Obligations.

16. Notices. Any notice, demand, designation, or other communication which is required or permitted to be given under the terms and provisions of this Subordination Agreement shall be deemed to be duly given and received on the date the same shall be personally delivered to the party to whom the same is addressed at the address hereinbelow specified (including delivery by a professional overnight courier service), or on the third day after the same shall be deposited in the United States mail, certified mail, return receipt requested postage prepaid, addressed to the party to whom the same is addressed at the address hereinbelow specified:

If to Subordinate Lender:

IFF
One North LaSalle Street
Suite 700
Chicago, Illinois 60602
Attention: Stephanie Socall

With a copy to:

Albert Whitehead, P.C.
10 S. Dearborn Street
Suite 600
Chicago, Illinois 60602
Attention: Gregory Whitehead, Esq.

If to Bank of America, N.A.:

Bank of America, N.A.
101 E. Kennedy Boulevard

UNOFFICIAL COPY

Tampa, Florida 33602
 Mail Code: FL1-400-06-10
 Attention: CREB Loan Administration

and

Charity & Associates, P.C.
 20 North Clark Street, Suite 1150
 Chicago, Illinois 60602
 Attention: Elvin E. Charity, Esq.

If to the Partnership:

Sacramento and Thomas Limited Partnership
 c/o Sacramento and Thomas Corporation
 325 N. Wells Street, 8th Floor
 Chicago, Illinois 60654
 Attention: President

If to HHDC:

Hispanic Housing Development Corporation
 325 N. Wells Street, 8th Floor
 Chicago, Illinois 60654
 Attention: President

Any party hereto may by written notice given to the others in the manner herein provided change the address to which any such notice, demand, designation, or other communication shall be thereafter given to it.

17. Priority. The priorities herein specified are applicable irrespective of the time of creation of the Bank of America Obligations or the Subordinate Lender Obligations.

18. No Modification to Bank of America Documents. This Subordination Agreement is not intended to modify and shall not be construed to modify any term or provision of the Bank of America Note, the Bank of America Mortgage or any other documents or instruments evidencing, securing, guaranteeing the payment of, or otherwise relating to the indebtedness evidenced by the Bank of America Note or secured by the Bank of America Mortgage, or both.

19. Further Assurances. So long as the Bank of America Mortgage shall affect the Property or any portion thereof, Subordinate Lender, its successors or assigns, or any other legal holder of the Subordinate Mortgage, as the case may be, shall at the expense of Borrower execute, acknowledge, and deliver upon the demand of Bank of America, at any reasonable time or times, any and all further documents or instruments in recordable form as may be reasonably requested for the purpose of further confirming the subordination and the agreements herein set forth.

20. Estoppel Certificate. Subordinate Lender hereby agrees that within ten (10) days after written demand of Bank of America, it shall execute, acknowledge and deliver a certification setting forth the total amount of indebtedness owed to it which shall be then secured by any portion of the Property, and any and all such certifications shall be conclusive as to the matters set forth therein, and shall be fully binding upon Subordinate Lender, its successors and assigns. Notwithstanding the foregoing,

UNOFFICIAL COPY

Subordinate Lender shall not be obligated to give such a certification more frequently than once every calendar month.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Property of Cook County Clerk's Office

A large, stylized handwritten signature in black ink is centered on the page. The signature is highly cursive and overlaps with the diagonal watermark text.

UNOFFICIAL COPY

[SIGNATURE PAGE OF SUBORDINATION AGREEMENT (AHP LOAN)]

IN WITNESS WHEREOF, Subordinate Lender has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

SUBORDINATE LENDER:

IFF, an Illinois not-for-profit corporation

By: Craig D. Muzumma
Name: Craig D. Muzumma
Title: VP of Capital Solutions

STATE OF ILLINOIS)

COUNTY OF Cook) ss:

On the 11 day of May, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Craig D. Muzumma of IFF, an Illinois not-for-profit corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in his/her capacities as the VP of Capital Solutions of such not-for-profit corporation, and his/her free and voluntary act, and as the free and voluntary act of such not-for-profit corporation, for the uses and purposes therein set forth.



Jennifer Overton
Notary Public

My commission expires: 5.22.16

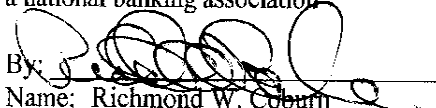
UNOFFICIAL COPY

[SECOND SIGNATURE PAGE OF SUBORDINATION AGREEMENT (AHP LOAN)]

IN WITNESS WHEREOF, Bank of America has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

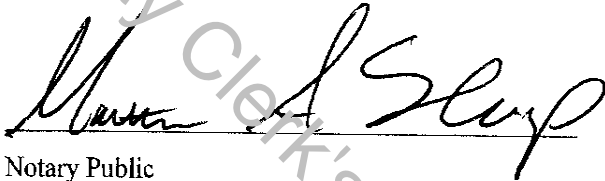
BANK OF AMERICA:

BANK OF AMERICA, N.A.,
a national banking association

By: 
Name: Richmond W. Coburn
Title: Senior Vice President

STATE OF Missouri
COUNTY OF Saint Louis

The foregoing instrument was acknowledged before me this 8th day of May, 2015, by Richmond W. Coburn, a Senior Vice President of Bank of America, N.A., a national banking association, on behalf of said association, as construction lender.


Notary Public

My commission expires: 10/26/18

MATTHEW A. SLAMP
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: Oct. 26, 2018
14891817

UNOFFICIAL COPY

[THIRD SIGNATURE PAGE OF SUBORDINATION AGREEMENT (AHP LOAN)]

IN WITNESS WHEREOF, Borrower has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

BORROWER:

SACRAMENTO AND THOMAS LIMITED PARTNERSHIP, an Illinois limited partnership

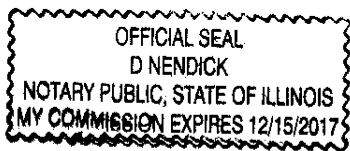
By: Sacramento and Thomas Corporation, an Illinois corporation, its general partner


By: 
Name: Hipolito Roldan, its President

STATE OF ILLINOIS)
)
COUNTY OF ~~COOK~~ WILL)

The foregoing instrument was acknowledged before me by Hipolito Roldan, the President of Sacramento and Thomas Corporation, an Illinois corporation, (the "General Partner"), which is the general partner of Sacramento and Thomas Limited Partnership, an Illinois limited partnership ("Borrower"), known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained and acknowledged that he signed and delivered said instrument in his capacity as President of such General Partner, and as his free and voluntary act, and as the free and voluntary act of such General Partner on behalf of the Borrower, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 day of MAY, 2015




Notary Public

My commission expires: 12-15-2017

UNOFFICIAL COPY

[FOURTH SIGNATURE PAGE OF SUBORDINATION AGREEMENT (AHP LOAN)]

IN WITNESS WHEREOF, Borrower has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

HHDC:

HISPANIC HOUSING DEVELOPMENT CORPORATION

By: *Hipolito Roldan*
Name: Hipolito Roldan, its President

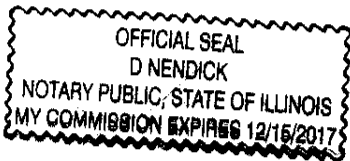
Property of Cook County Clerk's Office

STATE OF ILLINOIS)

COUNTY OF ~~COOK~~ WILL)

The foregoing instrument was acknowledged before me by Hipolito Roldan, the President of Hispanic Housing Development Corporation, an Illinois not-for-profit corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the Subordination Agreement, and acknowledged that he executed the same for the purposes therein contained and acknowledged that he signed and delivered said instrument in his capacity as President of such not-for-profit corporation, and as his free and voluntary act, and as the free and voluntary act of such not-for-profit corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 day of MAY, 2015.



D. Nendick
Notary Public

My commission expires: 12-15-2017

UNOFFICIAL COPY

EXHIBIT A
Legal Description

PARCEL 1:

LEASEHOLD ESTATE CREATED BY THE AMENDED AND RESTATED GROUND LEASE MADE BY AND BETWEEN NORWEGIAN AMERICAN HOSPITAL, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION, LANDLORD, AND HISPANIC HOUSING DEVELOPMENT CORPORATION, AN ILLINOIS NOT FOR PROFIT CORPORATION, TENANT, DATED FEBRUARY 4, 2015, WHICH LEASE WAS RECORDED FEBRUARY 5, 2015 AS DOCUMENT 1503619169 AND ASSIGNED TO SACRAMENTO AND THOMAS LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP BY THE ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE MADE BY AND AMONG HISPANIC HOUSING DEVELOPMENT CORPORATION, AN ILLINOIS NOT FOR PROFIT CORPORATION, ASSIGNOR, SACRAMENTO AND THOMAS LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, ASSIGNEE, AND NORWEGIAN AMERICAN HOSPITAL, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION, LANDLORD, DATED FEBRUARY 4, 2015, RECORDED FEBRUARY 5, 2015 AS DOCUMENT NO. 1530619170, AND AS FURTHER AMENDED BY THE SECOND AMENDMENT TO AMENDED AND RESTATED GROUND LEASE DATED May 14, 2015 AND RECORDED MAY __, 2015 AS DOCUMENT NO. 1513429092, MADE BY AND BETWEEN SACRAMENTO AND THOMAS LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, ASSIGNEE, AND NORWEGIAN AMERICAN HOSPITAL, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION, LANDLORD, DEMISING AND LEASING FOR A TERM OF 99 YEARS COMMENCING ON FEBRUARY 4, 2015 AND EXPIRING ON JANUARY 31, 2114, THE FOLLOWING DESCRIBED PREMISES, TO WIT:

LOTS 1 THROUGH 6, BOTH INCLUSIVE, EXCEPT THE EAST 33.25 FEET OF SAID LOT 6, LOTS 7 THROUGH 12, BOTH INCLUSIVE, TOGETHER WITH THE NORTH/SOUTH 16 FOOT ALLEY, VACATED BY THE ORDINANCE RECORDED MARCH 1, 1995 AS DOCUMENT NO. 95143450, ALL IN BLOCK 5, IN CARTER'S RESUBDIVISION OF BLOCKS 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15 AND LOTS 2, 4 AND 5 IN BLOCK 17 IN CARTER'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 7 IN CLIFFORD'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, THEREON.

UNOFFICIAL COPY

PARCEL 2:

FEE SIMPLE TITLE TO ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, ON THE LEASEHOLD ESTATE HEREINABOVE DESCRIBED AS PARCEL 1.

COMMON ADDRESS: 1045 -51 N. SACRAMENTO AVENUE,
CHICAGO, IL 60622

PERMANET INDEX NUMBERS: 16-01-305-001-0000;
16-01-305-002-0000;
16-01-305-003-0000;
16-01-305-004-0000;
16-01-305-005-0000;
16-01-305-006-0000;
16-01-305-007-0000;
16-01-305-008-0000;
16-01-305-009-0000;
16-01-305-010-0000, AFFECTS OTHER PROPERTY

Property of Cook County Clerk's Office