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Doc# 1706844024 Fee \$62.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/09/2017 11:17 AM PG: 1 OF 13

Property of Cook County Clerk's Office

BIT 40013131 (11)

This document prepared by and after recording return to:
Sweta Shah, Esq.
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, IL 60602

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made and entered into as of the 8th day of March, 2017 between the City of Chicago by and through its Department of Planning and Development (the "City"), Citibank, NA, a national banking association (the "ALender").

WITNESSETH:

WHEREAS, McCrory Senior Apartments, LLC an Illinois limited liability company (the "Developer"), has ground leased certain property located within the Central West Redevelopment Project Area at 1637-1659 W. Washington Boulevard, Chicago, Illinois 60612 and legally described on the Exhibit hereto (the "Property"), in order to construct a 62-unit affordable housing apartment building for low-income senior citizens to be located on the Property (the "Project"); and

CCRD REVIEWER *Rv*

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WHEREAS, the Developer has executed and delivered a Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage") to and in favor of Lender, securing repayment of a loan in the aggregate principal amount of \$12,500,000 (the "Loan"). The Mortgage, the Multifamily Construction Note (the "Note") and other agreements or documents evidencing or securing any or all of such Loan are referred to herein collectively as the "Loan Documents";

WHEREAS, Developer desires to enter into a certain Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement," referred to herein along with various other agreements and documents related thereto as the "City Agreements");

WHEREAS, pursuant to the Redevelopment Agreement, Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections 8.02, 8.06, 8.19 and 8.24 of the Redevelopment Agreement (the "City Encumbrances");

WHEREAS, the City has agreed to enter into the Redevelopment Agreement with Developer as of the date hereof, subject, among other things, to (a) the execution by Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances; and

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

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. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to receive, and Developer's ability to make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein.

2. Notice of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of Developer's default in connection therewith. Under no circumstances shall Developer or any third party be entitled to rely upon the agreement provided for herein.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective 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 or the Lender in any other respect at any other time.

4. 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.

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5. 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.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>If to the City:</p> <p>City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner</p> | <p>If to Lender:</p> <p>390 Greenwich Street, 2nd Floor New York, New York 10013 Attention: Desk Head, Transaction Management Group Re: McCrory Senior Apartments, Deal ID No. 24068 Facsimile: (212) 723-8642</p> <p style="text-align: center;">AND</p> <p>325 East Hillcrest Drive, Suite 160 Thousand Oaks, California 91360 Attention: Operations Manager/Asset Manager Re: McCrory Senior Apartments, Deal ID No. 24068 Facsimile: (805) 557-0924</p> |
| <p>With Copies To:</p> <p>City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division</p> | <p>With Copies To:</p> <p>Citibank, N.A. 390 Greenwich Street, 2nd Floor New York, New York 10013 Attention: Account Specialist Re: McCrory Senior Apartments, Deal ID No. 24068 Facsimile: (212) 723-8209</p> |

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof;

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provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

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IN WITNESS WHEREOF, this Subordination Agreement has been signed as of the date first written above.

Citibank, NA, a national banking association

By: 

Its: Authorized Signatory

CITY OF CHICAGO

By: _____

David L. Reifman
Its: Commissioner,
Department of Planning and Development

ACKNOWLEDGED AND AGREED TO THIS
___ DAY OF _____, ____

McCrary Senior Apartments, LLC, an Illinois limited liability company

By: McCrary Senior Apartments Manager, LLC
an Illinois limited liability company,
Its Managing Member

By: Brinshore Development, L.L.C.,
an Illinois limited liability company,
its Managing Member

By: RJS Real Estate Services, Inc.,
an Illinois corporation, a member

By: _____
Name:
Title:

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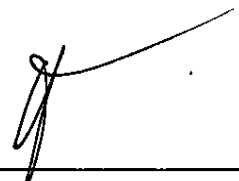
IN WITNESS WHEREOF, this Subordination Agreement has been signed as of the date first written above.

Citibank, NA, a national banking association

By: _____

Its: _____

CITY OF CHICAGO



By: _____

David L. Reifman
Its: Commissioner,
Department of Planning and Development

ACKNOWLEDGED AND AGREED TO THIS
___ DAY OF _____, ____

McCrorry Senior Apartments, LLC, an Illinois limited liability company

By: McCrorry Senior Apartments Manager, LLC
an Illinois limited liability company,
Its Managing Member

By: Brinshore Development, L.L.C.,
an Illinois limited liability company,
its Managing Member

By: RJS Real Estate Services, Inc.,
an Illinois corporation, a member

By: _____

Name:

Title:

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IN WITNESS WHEREOF, this Subordination Agreement has been signed as of the date first written above.

Citibank, NA, a national banking association

By:

Its: _____

CITY OF CHICAGO

By:

Its: Commissioner,
Department of Planning and Development

ACKNOWLEDGED AND AGREED TO THIS

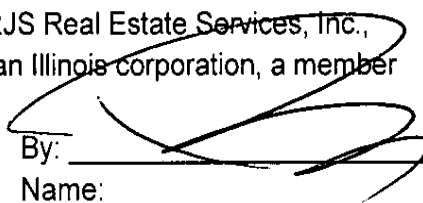
8th DAY OF March, 2017

McCrorry Senior Apartments, LLC, an Illinois limited liability company

By: McCrorry Senior Apartments Manager, LLC
an Illinois limited liability company,
Its Managing Member

By: Brinshore Development, L.L.C.,
an Illinois limited liability company,
its Managing Member

By: RJS Real Estate Services, Inc.,
an Illinois corporation, a member

By: 
Name: _____
Title:

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STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of FEBRUARY, 2017 by Mark G. Risch, as Authorized Signatory of Citibank, N.A.

Witness my hand and official seal.

My commission expires: April 30, 2021

Mary Jo Fontaine
Notary Public

MARY JO FONTAINE
Notary Public
State of Colorado
Notary ID # 20054006721
My Commission Expires 04-30-2021

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Exhibit A

Legal Description

McCrorry Senior Apartments

LEASEHOLD ESTATE AS CREATED BY THE LEASE AGREEMENT DATED AS OF MARCH 8, 2017 BY AND BETWEEN FBCC DEVELOPMENT CORPORATION (NFP), AN ILLINOIS NOT-FOR-PROFIT CORPORATION, LANDLORD, AND MCCRORY SENIOR APARTMENTS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, TENANT, DEMISING AND LEASING FOR A TERM OF 99 YEARS EXPIRING ON THE LAST DAY OF THE MONTH DURING WHICH THE 99TH ANNIVERSARY OF THE COMMENCEMENT DATE OCCURS, THE FOLLOWING DESCRIBED PREMISES, TO WIT:

Lots 4, 5, 6, 7, 8 and 9 in Assessor's Division of Lots 3 to 7 and (except the East 30 feet) of Lot 2 in Block 64 of Page and Wood's Subdivision of Blocks 50, 63 and 64 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded October 6, 1869 (Ante-Fire), in Cook County, Illinois.

ALSO KNOWN AS:

PARCEL 1: 1659 W WASHINGTON BLVD., CHICAGO, ILLINOIS

The West 29.75 feet of the Northwest Quarter of the Original Lot 5 in Assessor's Division of part of Lot 2 and all of Lots 3 to 7 in Block 64 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-07-430-001

PARCEL 2: 1655 W WASHINGTON BLVD., CHICAGO, ILLINOIS

The East 30 feet of the Northwest Quarter of Lot 5 (Except that part taken and used for public alley) in Page and Woods Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, also known as the East 30 feet of Lot 9 in Assessor's Division of Lots 3 to 7 and (except the East 30 feet) of Lot 2 in Block 64 in Page and Wood Subdivision of Blocks 50, 63 and 64 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-07-430-002

PARCEL 3: 1653 W WASHINGTON BLVD., CHICAGO, ILLINOIS

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The West 1/3 of Lot 8 in Assessor's Division of Part of Lot 2 and all of Lots 3 to 7 in Block 64 of Page and Wood's Subdivision of Blocks 50, 63 and 64 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-07-430-003

PARCEL 4: 1651 W WASHINGTON BLVD., CHICAGO, ILLINOIS

The West 19.95 feet of the East 39.90 feet of the North 1/2 of Lot 5 in Page and Woods Subdivision of Block 64 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-07-430-004

PARCEL 5: 1649 W WASHINGTON BLVD., CHICAGO, ILLINOIS

The East 19.91 feet of Lot 8 in Assessor's Division of Lots 3 to 7 and (except the East 30 feet) of Lot 2 in Block 64 of Page and Woods Subdivision of Blocks 50, 63 and 64 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-07-430-005

PARCEL 6: 1647 W WASHINGTON BLVD., CHICAGO, ILLINOIS

Lot 7 of Assessor's Division of part of Lot 2 and all of Lots 3 to 7 in Page and Woods Subdivision of Block 64 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-07-430-006

PARCEL 7: 1643 W WASHINGTON BLVD., CHICAGO, ILLINOIS

Lot 6 in Assessor's Division of part of Lots 3 to 7 and (Except the East 30 feet) of Lot 2 in Block 64 of Page and Woods Subdivision of Blocks 50, 63 and 64 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-07-430-007

PARCEL 8: 1641 W WASHINGTON BLVD., CHICAGO, ILLINOIS

The West 20.16 feet of Lot 5 in Assessor's Division of part of Lots 3 to 7 and (Except the East 30 feet) of Lot 2 in Block 64 of Page and Woods Subdivision of Blocks 50, 63 and 64 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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PIN: 17-07-430-008

PARCEL 9: 1639 W WASHINGTON BLVD., CHICAGO, ILLINOIS

The West 10.445 feet of Lot 4 and the East 9.715 feet of Lot 5 in Assessor's Division of Lots 3, 4, 5, 6 and 7 and the West part of Lot 2 in Page and Woods Subdivision of Block 64 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 (Except from said above described premises that part thereof taken or used for alley) lying East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-07-430-009

PARCEL 10: 1637 W WASHINGTON BLVD., CHICAGO, ILLINOIS

The East 19.43 feet of Lot 4 in Assessor's Division of Lots 3, 4, 5, 6 and 7 and (Except the East 30 feet thereof) of Lot 2 in Block 64 of Page and Woods Subdivision of Blocks 50, 63 and 64 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-07-430-010