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Doc# 1709441118 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/04/2017 11:02 AM PG: 1 OF 6

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO:

Arieh Flemenbaum, Esq.  
Illinois Housing Development Authority  
111 E. Wacker Drive, Suite 1000  
Chicago, Illinois 60601

Permanent Index Tax  
Identification No(s):  
SEE ATTACHED EXHIBIT A  
Property Address:  
SEE ATTACHED EXHIBIT A

IHDA Loan No. 2094-1

SUBORDINATION OF MANAGEMENT AGREEMENT

THIS SUBORDINATION OF MANAGEMENT AGREEMENT (this "Agreement") is made as of this 31 day of March, 2017, THE HABITAT COMPANY LLC ("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, the Authority previously made a first mortgage loan (the "Loan") to East Park Limited Partnership, an Illinois limited partnership (the "Previous Owner") on or about September 27, 1994 in the original principal amount of FOUR MILLION TWO HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$4,285,676.00) for the acquisition, construction and permanent financing of a multi-family housing development known as the East Park Apartments (H-75), located on the real estate (the "Real Estate") legally described on Exhibit A attached hereto and made a part hereof, and commonly known as 3300 W. Maypole Avenue, Chicago, Illinois 60624.

WHEREAS, the Loan is secured by a certain Mortgage, Security Agreement and Assignment of Rents, dated September 27, 1994, and given by the Previous Owner 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, the Previous Owner has transferred its rights, title and interest in the Real Estate (the "Transfer") to East Park Redevelopment Limited Partnership, an Illinois limited partnership (the "Owner") and the Owner has assumed the Loan and agreed to perform all of the Previous Owner's obligations under the Loan Documents; and

WHEREAS, the Owner and Manager have entered into a certain Management Agreement

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NO 11/6/16 17

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dated \_\_\_\_\_, 2017 (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; 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 approval of the Transfer and the Owner's assumption 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**")

**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 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:  
 The Habitat Company LLC  
 350 W. Hubbard St., Suite 500  
 Chicago, IL 60654  
 ATTN: General Counsel

To Lender:  
 Illinois Housing Development Authority  
 111 E. Wacker Drive, Suite 1000  
 Chicago, IL 60601  
 ATTN: Managing Director of Multifamily Financing  
 with a copy to:

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Illinois Housing Development Authority  
111 E. Wacker Drive, Suite, 1000  
Chicago, Illinois 60601  
ATTN: 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. 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.

THE HABITAT COMPANY LLC, an Illinois  
limited liability company

By: Shangwe' Parker

Printed Name: Shangwe' Parker

Title: Vice President - Affordable Housing

Property of Cook County Clerk's Office

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

## ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, do certify that Shanice Parker, the VP - Affordable Hsg of The Habitat Company LLC, 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 VP - Affordable Hsg of The Habitat Company LLC, as his free and voluntary act and deed and as the free and voluntary act and deed of The Habitat Company LLC, for the uses and purposes therein set forth.

Given under my hand and official seal this 31 day of March, 2017.



Lori F Chacos  
Notary Public

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## EXHIBIT A

### DESCRIPTION OF THE REAL PROPERTY

Parcel 1:

Lots 1 through 5, both inclusive, in V.G. William's Subdivision of the South 1/2 of Lot 1 in Babcock's Subdivision of the West 5 acres of the East 20 acres of that part of the Southeast 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The East 19 feet of Lot 37, and all of Lots 38 to 42, both inclusive, in Block 1 in Peck's Subdivision of the West 19.48 acres of part of the Southeast 1/4 of the Southeast 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN Nos:

16-11-412-042-0000

16-11-412-043-0000

16-11-412-044-0000

16-11-412-045-0000

16-11-412-046-0000

16-11-412-047-0000

Commonly known as:

3300 West Maypole, Chicago, IL 60624

Property of Cook County Clerk's Office