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This instrument was prepared by
and after recording return to:

Applegate & Thorne-Thomsen, P.C.
425 S. Financial Pl, Suite 1900
Chicago, Illinois 60605
Attention: Dan Klaff, Esq.

111905422 2 of 3



Doc# 1918317061 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/02/2019 10:28 AM PG: 1 OF 11

Near North National Title
222 N. LaSalle
Chicago, IL 60601



INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT (this "Agreement") is made and entered into as of June 28, 2019, by and among IFF Capital 26 LLC, an Illinois limited liability company ("QLICI Lender") IFF, an Illinois not for profit corporation ("IFF"), and LEGAL PREP CHARTER ACADEMIES, an Illinois not-for-profit corporation ("Borrower").

RECITALS

WHEREAS, Borrower owns certain property located at 4319 W. Washington Blvd., Chicago, Illinois 60624 (the "Property"), all as more particularly described on Exhibit A attached hereto;

WHEREAS, the Borrower and the QLICI Lender have entered into that certain Loan Agreement dated as of the date hereof (as the same may be amended, modified, restated, supplemented or extended, the "QLICI Loan Agreement"), pursuant to which QLICI Lender will make a loan to the Borrower in the aggregate original principal amount of \$940,000, subject to the conditions set forth therein (the "QLICI Loan");

WHEREAS, to evidence the QLICI Loan, the Borrower has executed and delivered a Promissory Note A in the amount of \$702,398 and a Promissory Note B in the amount of \$237,602 (collectively, the "QLICI Notes") each delivered pursuant to the QLICI Loan Agreement, as the same may be amended from time to time;

WHEREAS, the QLICI Loan shall be secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing covering certain assets of the Borrower including, among other things, the Property (the "QLICI Mortgage");

WHEREAS, on or about December 28, 2016 IFF made a loan to the Borrower in the aggregate original principal amount of \$2,928,000 (the "First Priority Loan");

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WHEREAS, to evidence the First Priority Loan, the Borrower has executed and delivered a Promissory Note in the amount of \$2,928,000 (the “**First Priority Note**”), as the same may be amended from time to time;

WHEREAS, the First Priority Loan is secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing covering certain assets of the Borrower, including, among other things, the Property (the “**First Priority Mortgage**”);

WHEREAS, on or about December 28, 2016 IFF made a loan to the Borrower in the aggregate original principal amount of \$1,500,000 (the “**Second Priority Loan**”);

WHEREAS, to evidence the Second Priority Loan, the Borrower has executed and delivered a Promissory Note in the amount of \$1,500,000 (the “**Second Priority Note**”), as the same may be amended from time to time;

WHEREAS, the Second Priority Loan is secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing covering certain assets of the Borrower, including, among other things, the Property (the “**Second Priority Mortgage**”);

WHEREAS, on or about the date hereof, IFF is making a loan to the Borrower in the aggregate original principal amount of \$567,000 (the “**Unsecured Loan**”);

WHEREAS, to evidence the Unsecured Loan, the Borrower has executed and delivered a Promissory Note in the amount of \$567,000 (the “**Unsecured Note**”), as the same may be amended from time to time;

WHEREAS, the Unsecured Loan is unsecured;

WHEREAS, IFF and the QLICI Lender desire to enter into this Agreement for the following understandings and agreements:

1. The priority of their respective liens upon and security interests in the Premises and other assets of Borrower; and
2. The priority and of repayment of their respective Loans.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereby agree as follows:

Section 1. Definitions. For purposes of this Agreement, the following terms shall have the meanings specified with respect thereto below:

“Agreement” or “this Agreement” means this Intercreditor Agreement together with all amendments, modifications and supplements hereto.

“First Priority Loan Documents” shall mean the First Priority Note and the First Priority Mortgage and every other document executed between IFF and Borrower evidencing, securing or pertaining to the First Priority Loan.

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“Lender” shall mean IFF and/or or the QLICI Lender, as the context may require.

“Loan” shall mean the QLICI Loan, First Priority Loan, Second Priority Loan, and/or Unsecured Loan, as the context may require.

“Loan Documents” shall mean the QLICI Loan Documents, First Priority Loan Documents, Second Priority Loan Documents and the Unsecured Loan Documents, as the context may require.

“Payment in Full” and “Paid in Full” shall mean with respect to the any of the QLICI Loan, First Priority Loan, Second Priority Loan, or Unsecured Loan. as the case may be, that such Loan and all other amounts due under the QLICI Loan Documents, First Priority Loan Documents, Second Priority Loan Documents or Unsecured Loan Documents, as the case may be, under which such Loan is outstanding have been fully and indefeasibly paid and satisfied, and neither IFF nor QLICI Lender, as the case may be, has any further obligation under the QLICI Loan Documents, First Priority Loan Documents, Second Priority Loan Documents, or Unsecured Loan Documents, as the case may be, evidencing or pertaining to such Loan to extend financial accommodations to Borrower.

“QLICI Loan Documents” shall mean the QLICI Loan Agreement, the QLICI Notes, the QLICI Mortgage and every other document executed between the QLICI Lender and the Borrower evidencing or securing the QLICI Loans.

“Second Priority Loan Documents” shall mean the Second Priority Note and the Second Priority Mortgage and every other document executed between IFF and Borrower evidencing, securing or pertaining to the Second Priority Loan.

“Unsecured Loan Documents” shall mean the Unsecured Note and every other document executed between IFF and Borrower evidencing, securing or pertaining to the Unsecured Loan.

Section 2. Security Interests; Priority. Notwithstanding the date, manner, or order of perfection of the security interests granted by the Borrower to IFF and the QLICI Lender, and notwithstanding any priorities that ordinarily would result under the Uniform Commercial Code and other applicable law from the order of granting or perfecting of any security interests (including, without limitation, purchase money security interests) referred to herein, the parties shall have the following priorities:

(a) IFF shall have a first priority lien and security interest in the Property and collateral noted in the First Priority Mortgage;

(b) IFF shall have a second priority lien and security interest in the Property and collateral noted in the Second Priority Mortgage;

(c) QLICI Lender shall have a third priority lien and security interest in the Property and collateral noted in the QLICI Mortgage;

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(d) IFF shall not, solely by virtue of the First Priority Loan Documents or Second Priority Loan Documents, have or obtain any liens or security interests in property or assets of Borrower other than the Property and collateral noted in the First Priority Loan Documents or Second Priority Loan Documents, as applicable. IFF shall not have or obtain any liens or security interests in the Disbursement Account (as such term is defined in the QLICI Loan Agreement) into which the proceeds of the QLICI Loan are deposited.

(e) QLICI Lender shall not, solely by virtue of the QLICI Loan Documents, have or obtain any liens or security interests in any property or assets of Borrower other than the Property and collateral noted in the QLICI Mortgage.

(f) Unless otherwise approved by each Lender in writing, in the event there is a limited amount of funds from Borrower for Loan payments, any amounts received from Borrower shall be applied (i) first to unpaid fees, late charges and expenses then due to IFF and to accrued and unpaid interest, principal, expenses, and other obligations payable by Borrower under the First Priority Loan Documents, (ii) then to unpaid fees, late charges and expenses then due to IFF and to accrued and unpaid interest, principal, expenses, and other obligations payable by Borrower under the Second Priority Loan Documents, (iii) then to unpaid fees, late charges and expenses then due to the QLICI Lender and to accrued and unpaid interest, expenses, and other obligations (other than principal) payable by Borrower under the QLICI Loan Documents, (iv) then to unpaid fees, late charges and expenses then due to IFF and to accrued and unpaid interest, principal, expenses, and other obligations payable by Borrower under the Unsecured Loan Documents, (v) then to principal payable by Borrower under the QLICI Loans.

(g) The parties each shall cooperate to effect the agreement expressed in this Section, and from time to time shall execute such other and further documents, including subordination agreements, assignments of claim, and otherwise as may be necessary or appropriate to implement the provisions of this Agreement.

(h) In the event that a Lender receives a payment in respect of its Loan that is not permitted under this Agreement, such Lender shall (unless otherwise restricted or prohibited by law) hold the same in trust for and promptly pay over the same (with any endorsements and assignments necessary to effectuate such payment) to the Lender to which such payment is required to be made hereunder.

(i) No Lender will amend, assign, renew, restate, modify, or supplement the terms of their respective Loan Documents in any way that would (i) increase the interest rate on their Loan, (ii) shorten the amortization schedule or maturity date thereof, (iii) increase the principal amount of their Loan (excluding protective advances made under the applicable Loan Documents), (iv) adversely impact the Borrower's compliance with New Markets Tax Credit requirements, or (v) demand, receive or accept any additional collateral to secure such Lender's Loan, in each case without the prior written consent of the other Lender, not to be unreasonably withheld, conditioned or delayed.

Section 3. Continuing Agreement/Termination. The subordinations, agreements, and priorities set forth hereinabove shall remain in full force and effect regardless of whether any party hereto in the future seeks to rescind, amend, terminate, or reform, by litigation or

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otherwise, its agreements with the Borrower. Upon Payment in Full of the First Priority Loan, Second Priority Loan and the Unsecured Loan, in accordance with this Agreement and the First Priority Loan Documents, Second Priority Loan Documents, and Unsecured Loan Documents, as applicable, IFF shall have no further rights or obligations pursuant to this Agreement with respect to any such loan that has been paid in full. Upon Payment in Full of the QLICI Loan, in accordance with this Agreement and the QLICI Loan Documents, the QLICI Lender shall have no further rights or obligations pursuant to this Agreement.

Section 4. Obligations Absolute. Nothing herein shall impair, as between the Borrower and IFF, the obligations of Borrower, which are unconditional and absolute, to guarantee and pay to IFF the principal and interest due on the First Priority Loan, the Second Priority Loan, the Unsecured Loan and any other liabilities pursuant to the First Priority Loan Documents, Second Priority Loan Documents, and Unsecured Loan Documents, as applicable, all in accordance with their respective terms but subject in all instances to the terms of this Agreement. Likewise, nothing herein shall impair, as between the Borrower and the QLICI Lender, the obligations of the Borrower, which are unconditional and absolute, to pay to the QLICI Lender the principal and interest due on the QLICI Loans and any other liabilities pursuant to the QLICI Loan Documents, all in accordance with their respective terms but subject in all instances to the terms of this Agreement.

Section 5. Subordination Not Conditioned on Perfection. The subordinations and relative priority agreements set forth above are not conditioned upon the perfection of the security interests described herein.

Section 6. Relationship of Parties. This Agreement is entered into solely for the purposes set forth herein, and except as expressly provided herein, no party assumes any other duties or responsibilities to the other regarding the financial condition of the Borrower, or regarding any collateral, or regarding any other circumstance bearing upon the risk of nonpayment of the obligations of the Borrower under any of the agreements hereinabove referred to. Each party shall be responsible for managing its credit relationships with Borrower, and except as expressly set forth herein, no party shall be deemed to be the agent of the other for any purpose.

Section 7. No Partnership Created. Neither the execution of this Agreement, nor any action taken by any parties hereto is intended to be, nor shall it be construed to be, the formation of a partnership or joint venture between any of the parties, in their respective capacities as such.

Section 8. Benefit of Agreement.

This Agreement is entered into solely for the benefit of IFF and the QLICI Lender and their respective successors and permitted assigns, and none of Borrower nor any other persons or entities whatsoever shall have any right, benefit, priority or interest under or because of the existence of this Agreement.

Section 9. Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if hand delivered, when delivered; (b) if mailed by

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United States Certified Mail (postage prepaid, return receipt requested), three (3) business days after mailing; (c) if by Federal Express or other reliable overnight courier service, on the next business day after delivered to such courier service or (d) if by facsimile on the day of transmission so long as copy is sent on the same day by overnight courier as set forth below:

If to QLICI Lender: IFF Capital 26 LLC
333 S. Wabash Ave., Suite 2800
Chicago, Illinois 60604
Attention: Vice-President of Capital Solutions

If to IFF: IFF
333 S. Wabash Ave., Suite 2800
Chicago, Illinois 60604
Attention: Vice-President of Capital Solutions

In each instance with a copy to:
Applegate & Thorne-Thomsen, P.C.
425 S. Financial Pl., Suite 1900
Chicago, Illinois 60605
Attention: Dan Klaff, Esq.

If to Borrower: Legal Prep Charter Academies
4319 W. Washington Blvd.
Chicago, Illinois 60624
Attention: Rather Stanton

Section 10. Miscellaneous.

(a) This Agreement may be amended, modified or terminated only by a written instrument signed by the parties hereto. No waiver of any term or provision of this Agreement shall be effective unless it is in writing and signed by the party against whom such waiver is sought to be enforced.

(b) To the extent any part of this Agreement shall conflict with any of the terms of the First Priority Loan Documents, Second Priority Loan Documents, Unsecured Loan Documents or the QLICI Loan Documents, whether existing as of the date hereof, or hereafter arising or amended, the terms of this Agreement shall control.

(c) Each party hereto has cooperated in the drafting and preparation of this Agreement and therefore, in any construction hereof, this Agreement shall not be construed against any party hereto as the draftsman thereof.

(d) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

(e) This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. This Agreement may not be

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assigned by any party unless such party shall cause the assignee to assume the obligations of the assignor under this Agreement pursuant to a written instrument, reasonably satisfactory in form and substance to the non-assigning parties, executed by the assignee and delivered to the non-assigning parties.

(f) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of the counterparts shall together constitute one and the same instrument.

(g) If any obligation or portion of this Agreement is determined to be invalid or unenforceable under law, it shall not affect the validity or enforceability of any remaining obligations or portions hereof.

(h) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of laws of such state.

(i) TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGES FOLLOW]

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WITNESS the hand and seal of QLICIL Lender the day and year first above written.

IFF CAPITAL 26 LLC,
an Illinois limited liability company

By: IFF, an Illinois not-for-profit corporation,
its managing member

By: 
Joe Neri, Chief Executive Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Joe Neri, personally known to me to be the Chief Executive Officer of IFF, an Illinois not-for-profit corporation, the managing member of IFF Capital 26, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that, as such Chief Executive Officer, he signed and delivered such instrument as his free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of June, 2019.




Notary Public

My Commission Expires: 5/22/20

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WITNESS the hand and seal of IFF the day and year first above written.

IFF,
an Illinois not-for-profit corporation

By: 
Joe Neri, Chief Executive Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Joe Neri, personally known to me to be the Chief Executive Officer of IFF, an Illinois not-for-profit corporation, appeared before me this day in person and acknowledged that, as such Chief Executive Officer, he signed and delivered such instrument as his free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of June, 2019.




Notary Public

My Commission Expires: 5/22/20

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WITNESS the hand and seal of Borrower the day and year first above written.

LEGAL PREP CHARTER ACADEMIES,
an Illinois not-for-profit corporation

By: *Katie-j Ramirez*
Katie-jo Ramirez, Principal

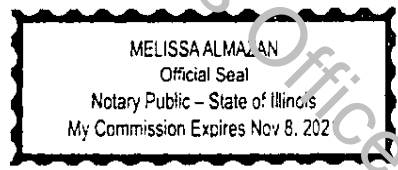
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Katie-jo Ramirez, personally known to me to be the Principal of Legal Prep Charter Academies, an Illinois not-for-profit corporation, appeared before me this day in person and acknowledged that, as such Principal, she signed and delivered such instrument as her free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15 day of June, 2019.

Melissa Almazan
Notary Public

My Commission Expires: 11/08/2021



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EXHIBIT A

Legal Description – The Property

Lots 5 through 9 in Block 36 in the subdivision of the South Half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, (except therefrom that part lying East and South of the following described lines: Commencing at the Southeast corner of Lot 1 in Block 36 in the subdivision aforesaid; thence West along the South line of Lots 1 through 5 in Block 36 in said subdivision for a distance of 105.05 feet to the Southerly extension of the West face of a 1 Story Brick Building and the Point of Beginning; thence North along said extension and said West face for a distance of 12.33 feet; thence East along a North face of said 1 Story Brick Building 4.0 feet to a West face of a 4 Story Stone and Brick Rectory Building) in Cook County, Illinois.

Common Address: 4319 W. Washington Blvd., Chicago, Illinois 60624

PIN: 16-10-422-024-0000