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KAREN A. YARBROUGH
COOK COUNTY CLERK

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This document prepared by
and upon recording return to:

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SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this "Agreement") is entered into this 30th day of December, 2020 by and among (i) CIBC BANK USA, an Illinois state chartered bank (the "Construction Lender"), with offices at 120 South LaSalle Street, Chicago, Illinois 60603, (ii) the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate of the State of Illinois established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et. seq, as amended from time to time ("IHDA"), having its principal office at 111 E. Wacker Drive, 10th Floor, Chicago, Illinois 60601, (iii) HOUSING & HUMAN DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation (the "Sponsor"), with a mailing address of P.O. Box 618141, Chicago, Illinois 60661; and (iv) SCHILLER PLACE LP, an Illinois limited partnership, with a mailing address of c/o Evergreen Redevelopment LLC, 566 W. Lake Street, Suite 400, Chicago, IL 60661 (the "Borrower").

12/31

Recitals

A. The Borrower has requested that Construction Lender enter into that certain Funding Loan Agreement, dated as of December 1, 2020 (the "Funding Loan Agreement"), by and between the Construction Lender, as funding lender, and IHDA, as borrower, under the terms of which the Construction Lender will make a loan (the "Funding Loan") to IHDA in the maximum principal amount of Thirteen Million and No/100 Dollars (\$13,000,000.00). To evidence the Funding Loan, IHDA has executed and delivered to the Construction Lender: (a) it's not to exceed \$10,400,000.00 Illinois Housing Development Authority Multi-Family Housing Revenue Note, Series 2020A (Schiller Place) and (b) it's not to exceed \$2,600,000.00 Illinois Housing Development Authority Multi-Family Housing Revenue Note, Series 2020B (Schiller Place), each dated as of December 30, 2020.

B. The proceeds of the Funding Loan are being loaned by IHDA to Borrower (the "Construction Loan") under that certain Borrower Loan Agreement, dated as of December 1, 2020 (the "Construction Loan Agreement"), between IHDA, as lender, and the Borrower, as borrower, to finance the acquisition, construction and development of a 48-unit multifamily

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residential project (the “**Project**”) to be known as “Schiller Place Apartments” and comprised of three (3) 4-story buildings to be constructed on certain land located in the City of Chicago, Cook County, Illinois, and more particularly described on Exhibit A attached hereof (said land and the buildings comprising the Project are referred to herein, collectively, as the “**Property**”).

C. The Construction Loan is evidenced by: (a) that certain Promissory Note–Borrower Loan (Series 2020A), dated as of December 30, 2020, in the original maximum principal amount not to exceed \$10,400,000.00 (as it may be amended, supplemented or replaced from time to time, the “**Borrower Construction Note A**”), made by Borrower and payable to the order of IHDA, and contemporaneously herewith endorsed, assigned and delivered by the IHDA to the Construction Lender and (b) that certain Promissory Note–Borrower Loan (Series 2020B), dated as of December 30, 2020, in the original maximum principal amount not to exceed \$2,600,000.00 (as it may be amended, supplemented or replaced from time to time, the “**Borrower Construction Note B**,” and, collectively with the Borrower Construction Note A, the “**Construction Loan Notes**”), made by Borrower and payable to the order of IHDA, and contemporaneously herewith endorsed, assigned and delivered by IHDA to the Construction Lender. The Construction Loan Notes and the Borrower’s obligations under the Construction Loan Agreement are secured by, among other things, that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated as of the date hereof, executed by Borrower for the benefit of Governmental Lender (the “**Construction Loan Mortgage**”), which Construction Loan Mortgage encumbers the Property as a first lien priority mortgage.

D. The Construction Loan will be advanced to Borrower by the Construction Lender (or the Servicer on its behalf), as agent of IHDA, as the governmental lender, pursuant to the Construction Loan Agreement and that certain Construction Funding Agreement, dated as of the date hereof (the “**Construction Funding Agreement**”), by and between Borrower and the Construction Lender.

E. As security for the repayment of the Funding Loan, IHDA has pledged and assigned to Construction Lender pursuant to the terms of the Funding Loan Agreement and that certain Assignment of Mortgage and Loan Documents, dated as of even date herewith, from IHDA to Construction Lender, all of IHDA’s interests in: (i) subject to the Unassigned Rights (as defined in the Funding Loan Agreement), the Construction Loan Agreement, (ii) the Construction Loan Mortgage, (iii) the Construction Loan Notes, and (iv) certain other documents, as provided in the Funding Loan Agreement.

F. In addition, the Borrower has requested the Construction Lender to permit IHDA to evidence a Section 542(c) “Risk Share” permanent loan in an amount not to exceed Six Million Seven Hundred Fifty Thousand and No/100 Dollars (\$6,750,000.00) (the “**IHDA Risk Share Loan**”) and in connection with the IHDA Risk Share Loan to permit the Borrower’s execution and delivery of the IHDA Risk Share Loan Mortgage (as hereinafter defined), provided, however that the IHDA Risk Share Loan will not be funded until the completion of construction of the Project and satisfaction of the conditions set forth in the IHDA Risk Share Loan Documents (as hereinafter defined). The proceeds of the IHDA Risk Share Loan will be advanced to repay a portion of the Construction Loan as set forth in the Construction Loan Documents (as hereinafter defined) and the IHDA Risk Share Loan Documents, as those terms are defined herein. The Borrower’s obligation to repay the IHDA Risk Share Loan will be evidenced by the IHDA Risk Share Loan

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Note (as hereinafter defined) to be executed and delivered once all of the terms and conditions under the IHDA Risk Share Loan Documents have been satisfied.

G. In addition, the Borrower has requested the Construction Lender to permit IHDA to make a construction/permanent loan in an amount not to exceed One Million Three Hundred Thousand and No/100 Dollars (\$1,300,000.00) (the “**IHDA Trust Fund Loan**”) and in connection with the IHDA Risk Trust Fund Loan to permit the Borrower’s execution and delivery of the IHDA Trust Fund Loan Mortgage (as hereinafter defined). The Borrower’s obligation to repay the IHDA Trust Fund Loan will be evidenced by the IHDA Trust Fund Loan Note (as hereinafter defined) to be executed and delivered once all of the terms and conditions under the IHDA Trust Fund Loan Agreement (as hereinafter defined) been satisfied;

G. In addition, the Borrower has requested the Construction Lender to permit the Sponsor to make a subordinate third loan to Borrower using proceeds from the disposition of Donation Tax Credits in the amount of Three Million Three Hundred Fifteen Thousand Eight Hundred Seventy Five and No/100 Dollars (\$3,315,875.00) (the “**Sponsor DTC Loan**”) and in connection with the Sponsor DTC Loan to permit the Borrower’s execution and delivery of the Sponsor DTC Loan Mortgage (as hereinafter defined). The Borrower’s obligation to repay the Sponsor DTC Loan will be evidenced by the Sponsor DTC Loan Note (as hereinafter defined);

H. The Borrower has requested the Construction Lender to permit the Sponsor to make a subordinate purchase money mortgaged loan to Borrower in the amount of Seven Million Three Hundred Fifty Thousand and No/100 Dollars (\$7,350,000.00) (the “**Sponsor Purchase Money Loan**”) and in connection with the Sponsor Purchase Money Loan to permit the Borrower’s execution and delivery of the Sponsor Purchase Money Loan Mortgage (as hereinafter defined). The Borrower’s obligation to repay the Sponsor Purchase Money Loan will be evidenced by the Sponsor Purchase Money Loan Note (as hereinafter defined);

I. The Construction Lender has agreed to permit each Subordinate Lender to make its respective Subordinate Loan and to place subordinate mortgage liens against the Property subject to all of the conditions contained in this Agreement. Each Subordinate Lender has agreed to the subordination of their respective mortgage liens, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in order to induce the Construction Lender to permit each Subordinate Lender to make its Subordinate Loan to the Borrower, and to place subordinate mortgage liens against the Property, and in consideration thereof, the Construction Lender, each Subordinate Lender and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

“**Affiliate**” means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term “control” for these purposes shall mean the ability, whether by the ownership of shares

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or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

“**Borrower**” means the Person named as such in the first paragraph of page 1 of this Agreement and any other Person (other than the Construction Lender) who acquires the Property on or about the date of this Agreement.

“**Business Day**” means any day other than Saturday, Sunday or a day on which the Construction Lender is not open for business in Chicago, Illinois.

“**Construction Lender**” means the Person named as such in the first paragraph on page 1 of this Agreement. When any other Person becomes the legal holder of the Construction Loan Note, such other Person shall automatically become the Construction Lender.

“**Construction Loan**” has the meaning given to such term in the Recitals.

“**Construction Loan Agreement**” has the meaning given to such term in the Recitals.

“**Construction Loan Default**” means the occurrence of an “Event of Default” as that term is defined in the Construction Loan Documents.

“**Construction Loan Documents**” means, collectively, the Construction Loan Notes, the Construction Loan Agreement, the Construction Loan Mortgage and all other documents evidencing, securing or otherwise executed and delivered in connection with the Construction Loan.

“**Construction Loan Mortgage**” has the meaning given to such term in the Recitals.

“**Construction Loan Notes**” has the meaning given to such term in the Recitals.

“**Default Notice**” means: (a) a copy of the written notice from the Construction Lender to the Borrower stating that a Construction Loan Default has occurred under the Construction Loan Documents; or (b) a copy of the written notice from IHDA to the Borrower stating that a IHDA Trust Fund Loan Default has occurred under the IHDA Trust Fund Loan Documents; or a copy of the written notice from Sponsor to the Borrower stating that a Sponsor DTC Loan Default has occurred under the Sponsor DTC Loan Documents; or (d) a copy of a written notice from IHDA to Borrower stating that a IHDA Risk Share Loan Default has occurred under the IHDA Risk Share Loan Documents; or (e) a copy of the written notice from Sponsor to the Borrower stating that a Sponsor Purchase Money Loan Default has occurred under the Sponsor Purchase Money Loan Documents.

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“**IHDA**” means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the IHDA Trust Fund Loan and the IHDA Risk Share Loan after the date of this Agreement.

“**IHDA Risk Share Loan**” has the meaning given to such term in the Recitals.

“**IHDA Risk Share Loan Agreement**” means the Loan Agreement (Credit Advantage Loan), of even date herewith, executed by Borrower and IHDA.

“**IHDA Risk Share Loan Default**” means a default by the Borrower in performing or observing any of the terms, covenants or conditions in any of the IHDA Risk Share Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in such IHDA Risk Share Loan Documents for curing the default.

“**IHDA Risk Share Loan Documents**” means, collectively, the IHDA Risk Share Loan Note, the IHDA Risk Share Loan Mortgage, the IHDA Risk Share Loan Regulatory Agreement, the IHDA Risk Share Loan Agreement, Environmental Indemnity, Guaranty of Completion and Payment (Credit Advantage Loan), and all other documents evidencing, securing or otherwise executed and delivered in connection with the IHDA Risk Share Loan, all as amended, restated, supplemented or otherwise modified.

“**IHDA Risk Share Loan Mortgage**” means the Mortgage, Security Agreement and Assignment of Rents and Leases (Credit Advantage Loan) encumbering the Property as security for the IHDA Risk Share Loan, which IHDA will cause to be recorded among the applicable land records prior to this Agreement.

“**IHDA Risk Share Loan Note**” means the Mortgage Note (Credit Advantage Loan), of even date herewith, issued by the Borrower to IHDA, or order, to evidence the IHDA Risk Share Loan.

“**IHDA Risk Share Loan Regulatory Agreement**” means that certain Regulatory Agreement (Credit Advantage Loan), of even date herewith, between IHDA and Borrower

“**IHDA Trust Fund Loan**” has the meaning given to such term in the Recitals.

“**IHDA Trust Fund Loan Agreement**” means that certain Loan Agreement (Trust Fund Loan), of even date herewith, executed by Borrower and IHDA.

“**IHDA Trust Fund Loan Default**” means a default by the Borrower in performing or observing any of the terms, covenants or conditions in any of the IHDA Trust Fund Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in such IHDA Trust Fund Loan Documents for curing the default.

“**IHDA Trust Fund Loan Documents**” means, collectively, the IHDA Trust Fund Loan Agreement, the IHDA Trust Fund Loan Note, the IHDA Trust Fund Loan Mortgage, the Environmental Indemnity, the Guaranty of Completion and Payment (Trust Fund Loan), the IHDA Trust Fund Loan Regulatory Agreement and all other documents

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evidencing, securing or otherwise executed and delivered in connection with the IHDA Trust Fund Loan, all as amended, restated, supplemented or otherwise modified.

"IHDA Trust Fund Loan Mortgage" means the Mortgage, Security Agreement and Assignment of Rents and Leases (Trust Fund Loan) encumbering the Property as security for the IHDA Trust Fund Loan, which the IHDA will cause to be recorded among the applicable land records prior to this Agreement.

"IHDA Trust Fund Loan Note" means the Mortgage Note (Trust Fund Loan), of even date herewith, issued by the Borrower to IHDA, or order, to evidence the IHDA Trust Fund Loan.

"IHDA Trust Fund Loan Regulatory Agreement" means that certain Regulatory Agreement and Land Use Restriction Agreement (Trust Fund Loan), of even date herewith, between IHDA and Borrower.

"Person" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency of any other entity which has the legal capacity to own property.

"Sponsor" means Housing and Human Development Corporation, an Illinois not-for-profit corporation.

"Sponsor DTC Loan" has the meaning given to such term in the Recitals.

"Sponsor DTC Loan Default" means any default by the Borrower in performing or observing any of the terms, covenants or conditions in any of the Sponsor DTC Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in such Sponsor DTC Loan Documents for curing the default.

"Sponsor DTC Loan Documents" means, collectively, the Sponsor DTC Loan Note, the Sponsor DTC Loan Mortgage and all other documents evidencing, securing or otherwise executed and delivered in connection with the Sponsor DTC Loan, all as amended, restated, supplemented or otherwise modified.

"Sponsor DTC Loan Mortgage" means the [Subordinate] Mortgage encumbering the Property as security for the Sponsor DTC Loan, and which Sponsor will cause to be recorded among the applicable land records prior to this Agreement.

"Sponsor DTC Loan Note" means the [Promissory Note], of even date herewith, issued by the Borrower to Sponsor, or order, to evidence the Sponsor DTC Loan.

"Sponsor Purchase Money Loan" has the meaning given to such term in the Recitals.

"Sponsor Purchase Money Loan Default" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in any of the Sponsor Purchase Money Loan Documents to be performed or observed by it, which continues

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beyond any applicable period provided in such Sponsor Purchase Money Loan Documents for curing the default.

“**Sponsor Purchase Money Loan Documents**” means, collectively, the Sponsor Purchase Money Loan Note and the Sponsor Purchase Money Loan Mortgage, and all other documents evidencing, securing or otherwise executed and delivered in connection with the Sponsor Purchase Money Loan, all as amended, restated, supplemented or otherwise modified.

“**Sponsor Purchase Money Loan Mortgage**” means the [Subordinate Mortgage] encumbering the Property as security for the Sponsor Purchase Money Loan, and which Sponsor will cause to be recorded among the applicable land records immediately before this Agreement.

“**Sponsor Purchase Money Loan Note**” means the [Promissory Note], of even date herewith, issued by the Borrower to Sponsor, or order, to evidence the Sponsor Purchase Money Loan.

“**Subordinate Lender(s)**” means, singly or collectively, as the context requires, IHDA and the Sponsor.

“**Subordinate Loan(s)**” means, singly or collectively, as the context requires, the loans evidenced by each Subordinate Note.

“**Subordinate Loan Default**” means an IHDA Trust Fund Loan Default, a Sponsor DTC Loan Default, an IHDA Risk Share Loan Default and/or a Sponsor Purchase Money Loan Default, as the case may be.

“**Subordinate Loan Documents**” means, collectively, the IHDA Trust Fund Loan Documents, the Sponsor DTC Loan Documents, the IHDA Risk Share Loan Documents and the Sponsor Purchase Money Loan Documents.

“**Subordinate Mortgage(s)**” means, singly or collectively, as the context requires, the IHDA Risk Share Loan Mortgage, the IHDA Trust Fund Loan Mortgage, the Sponsor DTC Loan Mortgage and the Sponsor Purchase Money Loan Mortgage.

“**Subordinate Note(s)**” means, singly or collectively, as the context requires, the IHDA Risk Share Note, the IHDA Trust Fund Loan Note, the Sponsor DTC Loan Note and the Sponsor Purchase Money Loan Note.

2. Permission to Place Mortgage Liens Against Property.

The Construction Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the Construction Loan Documents and subject to the provisions of this Agreement, to permit (i) IHDA to record the IHDA Risk Share Loan Mortgage and other recordable IHDA Risk Share Loan Documents, as the case may be, against the Property (which are subordinate in all respects to the lien of the Construction Loan Mortgage and the Construction Loan Documents) to secure Borrower obligations to repay the IHDA Risk Share Loan and all other

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obligations, indebtedness and liabilities of Borrower to IHDA under and in connection with the IHDA Risk Share Loan; (ii) IHDA to record the IHDA Trust Fund Loan Mortgage and other recordable IHDA Trust Fund Loan Documents against the Property (which are subordinate in all respects to the first priority lien of the Construction Loan Mortgage and the Construction Loan Documents, and to the lien of the IHDA Risk Share Mortgage and IHDA Risk Share Loan) to secure the Borrower's obligation to repay the IHDA Trust Fund Loan Note and all other obligations, indebtedness and liabilities of the Borrower to IHDA under and in connection with the IHDA Trust Fund Loan; (iii) Sponsor to record the Sponsor DTC Loan Mortgage and other recordable Sponsor DTC Loan Documents, as the case may be, against the Property (which are subordinate in all respects to the lien of the Construction Loan Mortgage and Construction Loan Documents, the second lien of the IHDA Risk Share Mortgage and the IHDA Risk Share Loan Documents, the third lien of the IHDA Trust Fund Loan Mortgage and the IHDA Trust Fund Loan Documents) to secure Borrower's obligations to repay the Sponsor DTC Loan and all other obligations, indebtedness and liabilities of Borrower to the Sponsor under and in connection with the Sponsor DTC Loan; and (iv) Sponsor to record the Sponsor Purchase Money Loan Mortgage and other recordable Sponsor Purchase Money Loan Documents, as the case may be, against the Property (which are subordinate in all respects to the lien of the Construction Loan Mortgage and Construction Loan Documents, the second lien of the IHDA Risk Share Mortgage and IHDA Risk Share Loan Documents, the third lien of the IHDA Trust Fund Loan Mortgage and IHDA Trust Fund Loan Documents, and the fourth lien of the Sponsor DTC Loan Mortgage and the Sponsor DTC Loan Documents) to secure Borrower's obligations, indebtedness and liabilities of Borrower to the Sponsor under and in connection with the Sponsor Purchase Money Loan. Such permission is subject to the condition that each of the representations and warranties made by the Borrower and the Subordinate Lenders in Section 3 is true and correct on the date of this Agreement. If any of the representations and warranties made by the Borrower and the Subordinate Lenders in Section 3 is not true and correct on the date of this Agreement, the provisions of the Construction Loan Documents applicable to unpermitted liens on the Property shall apply.

3. Borrower's and each Subordinate Lender's Representations and Warranties.

The Borrower and Subordinate Lenders each make the following representations and warranties to the Construction Lender (based solely on the actual knowledge of Borrower or each of the Subordinate Lenders; provided that each Subordinate Lender shall be deemed to have made the following representations and warranties only with respect to itself and its respective Subordinate Loan and Subordinate Loan Documents):

- (a) Subordinate Lender is the owner and holder of Subordinate Loan Documents;
- (b) Neither the Subordinate Loan Notes nor the Subordinate Mortgages has been extended, renewed, amended, transferred, or otherwise modified except as set forth herein;
- (c) This Agreement has been duly authorized by Subordinate Lender, the person executing, acknowledging, and delivering this Agreement on behalf of Subordinate Lender is fully authorized to do so, and all of the terms and provisions of this Agreement are fully enforceable against Subordinate Lender and its successors and assigns;
- (d) [Intentionally Omitted]

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(e) With respect to each Subordinate Loan, the indebtedness evidenced by the applicable Subordinate Note is the only indebtedness secured by the Subordinate Mortgage;

(f) To the knowledge of each Subordinate Lender, there exists no default or event of default of any nature under the terms and provisions of the Subordinate Note, the Subordinate Mortgage, any other Subordinate Loan Documents relating to such Subordinate Lender's Subordinate Loan(s), 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;

(g) Subordinate Lender agrees and covenants that copies of all notices of default under the any Subordinate Note or the Subordinate Mortgage securing such Subordinate Note sent by such Subordinate Lender to Borrower shall be sent to Construction Lender at the address specified in Section 14 hereof, or at such other address as Construction Lender shall furnish to Subordinate Lender in the manner provided in Section 14 hereof;

(h) In the event that on the date of this Agreement any default shall exist under the terms and provisions of any Subordinate Note or the Subordinate Mortgage securing such Subordinate Note, neither the Subordinate Lender holding such Subordinate Note and Subordinate Mortgage, nor its successors or assigns shall exercise any of the remedies which, under the terms and provisions of such Subordinate Note or Subordinate Mortgage, would be otherwise exercisable by them as a consequence of the occurrence of such default;

(i) Each Subordinate Lender acknowledges and understands that Construction Lender will rely upon the certifications, warranties, representations, covenants, and agreements contained herein as a material consideration and inducement in making, extending or modifying the Construction Loan (and making advances thereof) evidenced by the Construction Loan Notes and secured by the Construction Loan Mortgage; except as provided in Section 4 below;

(j) The term of each Subordinate Note does not end before the term of the Construction Loan Notes;

(k) The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Construction Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Construction Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete; and

(l) The executed Construction Loan Documents are substantially in the same forms as, when applicable, those submitted to, and approved by, Subordinate Lender prior to the date of this Agreement. Upon execution and delivery of the Construction Loan Documents, Borrower shall deliver to Subordinate Lender electronic copies of each of the Construction Loan Documents, certified to be true, correct and complete.

4. Terms of Subordination.

(a) Agreement to Subordinate to Construction Lender. The Construction Lender and the Subordinate Lenders agree that: (i) the indebtedness now or hereafter evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment or other

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distributions, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness now or hereafter evidenced by the Construction Loan Documents including all of the Construction Lender's interest in the Property and the rents, issues and profits therefrom; (ii) nor shall any property or assets of the Borrower be applied to the purchase or acquisition or retirement of any of the Subordinate Lender's liabilities; and (iii) the Subordinate Mortgages and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Construction Loan Mortgage and the other Construction Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Construction Loan Mortgage and the other Construction Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Construction Loan Mortgage, curing defaults by the Borrower under the Construction Loan Documents or for any other purpose expressly permitted by the Construction Loan Mortgage, and (2) constructing, rehabilitating, renovating, repairing, furnishing, fixturing or equipping the Property), as expressly contemplated or permitted by the Construction Loan Documents. Notwithstanding anything to the contrary contained herein and notwithstanding whether there is a Construction Loan Default, IHDA shall be entitled at any time to exercise and enforce all other rights and remedies available to IHDA under the IHDA Trust Fund Loan Documents, the IHDA Risk Share Loan Documents and/or under applicable laws with respect to covenants and agreements of the Borrower relating to income, rent, or affordability restrictions contained in any of the IHDA Trust Fund Loan Documents and the IHDA Risk Share Loan Documents; provided that IHDA shall give Construction Lender written notice of IHDA's exercise and/or enforcement any such rights or remedies. The Subordinate Lenders shall not take any action affecting any lease of the Property in which the Construction Lender claims a security interest (including without any limitation any action to subordinate any such lease to the Subordinate Loan Documents). In the event of any dissolution, winding-up, liquidation, readjustment, reorganization or other similar proceedings relating to the Borrower, the Borrower's creditors, or to the Borrower's property (whether voluntary or involuntary, partial or complete, and whether in bankruptcy, insolvency or receivership, or upon an assignment to benefit creditors, or any other marshalling of the assets and liabilities of the Borrower, or any sale of all or substantially all of the assets of the Borrower, or otherwise), the Construction Loan shall first be paid in full before the Subordinate Lenders shall be entitled to receive and to retain any payment or distribution with respect to the indebtedness under the Subordinate Loan Documents.

(b) Subordination of Subrogation Rights. Each of the Subordinate Lenders agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the Construction Loan Mortgage, then, in that event, such lien shall be subject and subordinate to the lien of the Construction Loan Mortgage.

(c) Payments Before Construction Loan Default. Until any Subordinate Lender receives a Default Notice of a Construction Loan Default from the Construction Lender, the Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After Construction Loan Default. The Borrower agrees that, after it receives notice (or otherwise acquires actual knowledge) of a Construction Loan Default, it will

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not make any payments under or pursuant to the Subordinate Loan 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 Mortgage) without the Construction Lender's prior written consent. Each Subordinate Lender agrees that, after it receives a Default Notice from the Construction Lender with written instructions directing the Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan Documents, it will not accept any payments under or pursuant to the Subordinate Loan 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 Mortgage), without the Construction Lender's prior written consent. If a Subordinate Lender receives written notice from the Construction Lender that the Construction Loan Default which gave rise to the Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Construction Lender (Construction Lender agrees to use its commercially reasonable best efforts to provide such notice to Subordinate Lender within ten (10) business days of that date Construction Lender has agreed that the applicable Construction Loan Default has been cured or waived to Construction Lender's satisfaction), the restrictions on payment to the Subordinate Lender in this Section 4 shall terminate, and the Construction Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Default Notice from the Construction Lender in accordance with the provisions of this Section 4(d).

(e) Remitting Subordinate Loan Payments to Construction Lender. If, after the Subordinate Lender receives a Default Notice from the Construction Lender in accordance with subsection (d) above, and notwithstanding the provisions of subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, such Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Construction Lender and, unless the Construction Lender otherwise notifies the Subordinate Lender in writing, will be promptly remitted to the Construction Lender, properly endorsed to the Construction Lender, to be applied to the principal of, interest on and other amounts due under the Construction Loan Documents in accordance with the provisions of the Construction Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse and remit any such payments to the Construction Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the Subordinate Loan. Borrower and Construction Lender acknowledge and agree that payments received by the Subordinate Lender and remitted to the Construction Lender under this Section 4, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Construction Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Agreement Not to Commence Bankruptcy Proceeding. Each 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 the Construction Lender's prior written consent.

5. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. Each Subordinate Lender shall deliver to the Construction Lender and all other Subordinate Lenders a Default Notice within five (5) Business

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Days in each case where the Subordinate Lender has given a Default Notice to the Borrower. Failure of the Subordinate Lender to send a Default Notice to the Construction Lender and/or another Subordinate Lender shall not prevent the exercise of the Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Each of the Construction Lender and the other Subordinate Lenders shall have the right, but not the obligation, to cure any Subordinate Loan Default within 60 days following the date of such notice; provided, however, that the Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents to the extent permitted under Section 4(a) and Section 5(b). All amounts paid by the Construction Lender in accordance with the Construction Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by the Construction Lender pursuant to, and shall be secured by the lien of, the Construction Loan Mortgage.

(b) Subordinate Lender's Agreement to Standstill. If a Subordinate Loan Default occurs and is continuing, each Subordinate Lender agrees that during the term of the Construction Loan, it will not accelerate the Subordinate Loan, commence foreclosure proceedings with respect to the Property, collect rents, appoint (or seek the appointment of) a receiver or institute any other collection or enforcement action, including any enforcement action under any guaranty agreement executed in favor of a Subordinate Lender relating to a Subordinate Loan. Notwithstanding anything to the contrary contained herein and notwithstanding whether there is a Construction Loan Default, IHDA shall be entitled at any time to exercise and enforce all other rights and remedies available to IHDA under the IHDA Risk Share Loan Documents and IHDA Trust Fund Loan Documents and/or under applicable laws to enforce covenants and agreements of the Borrower relating to income, rent, or affordability restrictions contained in any of the IHDA Risk Share Loan Documents and IHDA Trust Fund Loan Documents; provided that IHDA shall give Construction Lender prior written notice of IHDA's exercise and/or enforcement any such rights or remedies.

6. Default Under Construction Loan Documents.

(a) Notice of Default and Cure Rights. The Construction Lender shall deliver to the Subordinate Lender a Default Notice within five (5) Business Days in each case where the Construction Lender has given a Default Notice to the Borrower. Failure of the Construction Lender to send a Default Notice to the Subordinate Lender shall not prevent the exercise of the Construction Lender's rights and remedies under the Construction Loan Documents, subject to the provisions of this Agreement. The Subordinate Lender shall have the right, but not the obligation, to cure any such Construction Loan Default as provided below. Subordinate Lender may have up to 60 days from the date of the Default Notice to cure any monetary default under the Construction Loan Documents; provided, however, that the Construction Lender shall be entitled during such 60-day period to continue to pursue its remedies with respect to the Property. Subordinate Lender may have up to 90 days from the date of the Default Notice to cure a non-monetary default if during such 90-day period Subordinate Lender keeps current all payments required by the Construction Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Property or the Federal Low Income Housing Tax Credits allocated to the Property (the "Tax Credits"), or Construction Lender's secured position relative to the Property or the Tax Credits, as determined by Construction Lender in its sole discretion, then Construction Lender may exercise during such 90-day period all available rights and remedies

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to protect and preserve the Tax Credits and/or the Property and the rents, revenues and other proceeds from the Property. All amounts paid by the Subordinate Lender to the Construction Lender to cure a Construction Loan Default shall be deemed to have been advanced by a Subordinate Lender pursuant to, and shall be secured by the lien of, the such Subordinate Lender's Subordinate Mortgage.

(b) Cross Default. The Subordinate Lenders agree that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Construction Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until either (i) the Construction Lender has accelerated the maturity of the Construction Loan, or (ii) the Construction Lender has taken affirmative action to exercise its rights under the Construction Loan Mortgage to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Construction Loan Mortgage. At any time after a Construction Loan Default is determined to constitute a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any Construction Loan Default to the satisfaction of the Construction Lender, as evidenced by written notice from the Construction Lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising from such Construction Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Construction Loan Default had never occurred.

7. Conflict.

The Borrower, the Construction Lender and the Subordinate Lenders each agrees that, in the event of any conflict or inconsistency between the terms of the Construction Loan Documents and the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Construction Lender and the Subordinate Lender in the Property; (b) the timing of the exercise of remedies by the Construction Lender and the Subordinate Lenders under the Construction Loan Mortgage and the Subordinate Mortgages, respectively; and (c) solely as between the Construction Lender and the Subordinate Lenders, the notice requirements, cure rights, and the other rights and obligations which the Construction Lender and the Subordinate Lenders have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Construction Loan Default or Subordinate Loan Default, as the case may be; give the Borrower the right to notice of any Construction Loan Default or Subordinate Loan Default, as the case may be, other than that, if any, provided, respectively under the Construction Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Construction Lender or any Subordinate Lender.

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8. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Construction Lender under the Construction Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest. No Subordinate Lender shall, without the prior written consent of the Construction Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, its Subordinate Loan Documents, except that any Subordinate Lender shall have the right to advance funds to cure Construction Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Property and curing other defaults by the Borrower under the Subordinate Loan Documents and otherwise protecting the lien of the Subordinate Mortgage.

(b) Condemnation or Casualty. In the event of (i) a taking or threatened taking (in writing issued by the appropriate governmental agency with jurisdiction) by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking") or (ii) the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "Casualty"), at any time or times when the Construction Loan Mortgage remains a lien on the Property the following provisions shall apply:

(1) Each Subordinate Lender hereby agrees that its respective rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Construction Lender's rights under the Construction Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Construction Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and further provided that the Construction Lender shall consult with the Subordinate Lender concerning and negotiate in good faith taking the interests of the Subordinated Lender into consideration, in connection with any settlement, claim or other award arising from a Taking or Casualty. If the amount of settlement, claim or award in connection with either a Taking or Casualty is in excess of the amounts due under the Construction Loan Documents, the Construction Lender agrees that such excess shall be paid to or held for the benefit of the Subordinated Lenders in the order of their respective mortgage lien positions; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Construction Loan) in the manner determined by the Construction Lender in its sole discretion; provided, however, that if the Construction

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Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Construction Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Construction Loan shall be paid to, and may be applied by, the Subordinate Lenders in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Construction Lender agrees to consult with the Subordinate Lenders and negotiate a settlement claim or other award in good faith while taking the Subordinated Lender's interests into consideration in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Construction Lender and the Subordinate Lenders over the negotiation or settlement of a claim or other award or the application of Casualty proceeds, the decision of the Construction Lender, in its sole discretion, shall prevail, except to the extent that if the Construction Lender determines in accordance with the Construction Loan Documents to apply the Casualty proceeds to rebuild or repair the Project (or a portion thereof), then the Construction Lender agrees to complete (or caused to be completed) such work in compliance with the original plans and specifications (as modified by approved change orders) and will obtain (or cause to be obtained) consent from the Subordinate Lenders for any additional material change, modification or other deviation from such original plans and specifications.

(c) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lenders each agrees that, until the principal of, interest on and all other amounts payable under the Construction Loan Documents have been paid in full, it will not, without the prior written consent of the Construction Lender in each instance, increase the amount of the Subordinate Loans, increase the required payments due under the Subordinate Loans, decrease the term of the Subordinate Loans, increase the interest rate on the Subordinate Loans, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon the Construction Lender under the Construction Loan Documents. Notwithstanding the foregoing, the Subordinate Lenders may modify the Subordinate Loan Documents to lower the rate of interest, lower the required payments of principal and/or interest, extend the maturity date or provide similar concessions to the Borrower or the Project. Any unauthorized amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Construction Lender's consent shall be void ab initio and of no effect whatsoever and each Subordinate Lender agrees that it shall not transfer or assign its Subordinate Loan or the Subordinate Loan Documents without the prior written consent of the Construction Lender.

9. Modification or Refinancing of Construction Loan.

(a) Except as otherwise provided in clause (b) of this Section 9, each Subordinate Lender consents to any agreement or arrangement in which the Construction Lender waives, postpones, extends, reduces or modifies any provisions of the Construction Loan Documents, including any provision requiring the payment of money. Sponsor further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of converting to permanent or refinancing all or any part of the Construction Loan (including reasonable and necessary costs associated with the closing and/or the conversion and/or refinancing) and, Sponsor shall execute and deliver to Construction Lender a new subordination agreement on the same terms and conditions as this Agreement; and following conversion and/or refinancing all the terms and covenants of this Agreement shall inure to the benefit of any holder

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of any such refinanced or converted debt. Furthermore, Sponsor agrees that its agreement to subordinate hereunder shall extend 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 Construction Loan (including reasonable and necessary costs associated with closing and/or the refinancing).

(b) Notwithstanding the forgoing clause (a) of this Section 9 (i) the Construction Lender agrees, solely for the benefit of Subordinate Lenders, that it will not, without the prior written consent of the Subordinate Lenders, enter into any amendment or modification of the Construction Loan Documents that (1) increases the outstanding principal amount of the Construction Loan, except for increases in the Construction Loan that result from advances made by the Construction Lender to protect the security or lien priority of the Construction Lender under the Construction Loan Documents or to cure defaults under the Subordinate Loan Documents; (2) increases the stated interest rate under the Construction Loan Note, except in connection with the imposition of interest at the Default Rate as permitted under the Construction Loan Documents or (3) except with respect to any extension option contained in the Construction Loan Documents, shorten or extend the scheduled maturity date or due date of any payment of the Construction Loan, with the exception of any acceleration of the Construction Loan by the Construction Lender resulting from a Construction Loan Default, and any extensions for up to an additional six months from the scheduled maturity date.

10. Assignment.

The Construction Lender may, from time to time, without notice to the Subordinate Lenders, assign or transfer any or all of the indebtedness under the Construction Loan or any interest therein; and notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such senior indebtedness shall be and remain senior indebtedness for the purpose of this Agreement, and every immediate and successive assignee or transferee of all of or any interest in the Construction Loan shall, to the extent of the interest of such assignee or transferee in the Construction Loan, be entitled to the benefits of and subject to the terms and conditions of this Agreement to the same extent as if such assignee or transferee were the Construction Lender; provided however, that, unless the Construction Lender and the Subordinate Lenders otherwise consent in writing, the Construction Lender shall have the unimpaired right prior and superior to that of any such assignee or transferee, to enforce this Agreement for the benefit of the Construction Lender as to any portion of the Senior Construction Loan which the Construction Lender has not assigned or transferred.

11. Intentionally Omitted.

12. Default by the Subordinate Lenders or Construction Lender.

If any Subordinate Lender or Construction Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, each other, non-defaulting lender shall have the right to all available legal and equitable relief.

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13. No Waiver by Construction Lender; Waiver of Rights.

(a) The Construction Lender shall not be prejudiced in its rights under this Agreement by any act or failure to act by the Borrower or any Subordinate Lender, or any non-compliance of the Borrower or any Subordinate Lender with any agreement or obligation, regardless of any knowledge of such agreement or obligation the Construction Lender may have or with which the Construction Lender may be charged; and no action of the Construction Lender permitted under this Agreement shall in any way affect or impair the rights of the Construction Lender and the obligations of the Subordinate Lenders under this Agreement. No delay on the part of the Construction Lender in the exercise of any rights or remedies shall operate as a waiver of such rights, and no single or partial exercise by Construction Lender of any right or remedy shall preclude other or further exercise of such right or remedy 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 the Construction Lender except as expressly set forth in a writing duly signed and delivered on behalf of the Construction Lender.

(b) Borrower hereby waives (a) notice of acceptance of this Agreement by Construction Lender, (b) notice of the existence or creation or nonpayment of all or any of the Construction Loan Documents, and (c) all diligence in the collection or protection of or realization upon Construction Loan Documents or the collateral therefor.

14. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as “**notices**” and referred to singly as a “**notice**”) which the Construction Lender or any Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received three (3) days after mailing in the United States), addressed to the respective parties as follows:

Construction Lender:

CIBC Bank USA
 120 South LaSalle Street
 Chicago, Illinois 60603
 Attn: Cheryl Wilson, Managing Director

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With a copy to:

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

IHDA:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: Legal Department

SPONSOR:

Housing & Human Development Corporation
P.O. Box 618141
Chicago, IL 60661
Attention: Polly Kuehl

Borrower:

Schiller Place LP
c/o Evergreen Redevelopment LLC
566 W. Lake Street, Suite 400
Chicago, IL 60661
Attention: David Block

With copies to:

Applegate & Thorne-Thomsen, P.C.
425 South Financial Place, Suite 1900
Chicago, Illinois 60605
Attention: Paul Davis

And to:

Structured Development LLC
211 North Clinton Street, Suite 300S
Chicago, IL 60661
Attention: J. Michael Drew

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And to:

Hudson Housing Capital LLC
630 Fifth Avenue, Suite 2850
New York, NY 10111
Attention: Joseph A. Macari

With copies to:

Bocarsly Emden Cowan Esmail & Arndt LLP
7700 Old Georgetown Road, Suite 600
Bethesda, MD 20814
Attention: Craig A. Emden

Any party may, by written notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

15. **Bankruptcy.** 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**"):

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

(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 Lenders 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 Construction Lender; 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 any Subordinate Lender on account of principal, interest, fees, or other amounts on or with respect to its Subordinate Loan before the Construction Loan is paid in full, such payment or distribution shall be received and held in trust for and shall be paid over to Construction Lender forthwith, for application to the payment of the Construction Loan until the Construction Loan has been paid in full in accordance with the terms of the Construction Loan Documents.

To effectuate the foregoing, the Sponsor hereby: (i) irrevocably assigns to Construction Lender all of Sponsor's rights as a secured or unsecured creditor in any Proceeding and authorizes Construction Lender to take, or refrain from taking, any action to assert, enforce, modify, waive,

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release or extend Sponsor's lien and/or claim in such Proceeding, including but not limited to (a) filing a proof of claim arising out of the Sponsor's Subordinate Loan Documents, (b) voting or refraining from voting claims arising from the Sponsor's Subordinate Loan Documents, either in Construction Lender's name or in the name of Construction Lender as attorney-in-fact of Sponsor, (c) accepting or rejecting any payment or distribution made with respect to any claim arising from the Sponsor's Subordinate Loan Documents and applying such payment and distribution to payment of Construction Lender's claim until the Construction Loan is 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 Construction Lender's entitlement to assert Sponsor's claim in such Proceeding; and (ii) release and indemnify Construction Lender and hold Construction Lender harmless from and against any claims, causes of action, losses, costs or damages arising out of or with respect to Construction Lender's actions in a Proceeding as set forth in this Agreement.

16. Continuing Benefits. No right of Construction Lender or any present or future holder of the Construction Loan 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 Construction Loan, or by any noncompliance by Borrower or any borrower, guarantor or otherwise with the terms of the Construction Loan Notes or any other of the Construction Loan Documents regardless of any knowledge thereof which such holder may have or be otherwise charged with.

17. Enforcement of Subordination. The Sponsor, by its execution of this Agreement, authorizes and expressly directs Construction Lender to take such action as may be necessary or appropriate, in Construction Lender's sole discretion, from time to time to effectuate the subordination of the Sponsor's Subordinate Loan Documents as provided herein and hereby appoints Construction Lender 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 Sponsor's Subordinate Loans in the form 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.

18. Dealings with Borrower. Construction Lender may extend, renew, modify, or amend the terms of the Construction Loan and any of the Construction Loan 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 Lenders and without affecting the liabilities and obligations of Subordinate Lenders pursuant to the provisions hereof, except as restricted in Section 9(b) above.

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19. General.

(a) Assignment/Successors. This Agreement shall be binding upon the Borrower, the Construction Lender and the Subordinate Lenders and shall inure to the benefit of the respective legal successors and assigns of the Construction Lender and the Subordinate Lenders.

(b) No Partnership or Joint Venture. The Construction Lender's permission for the execution and delivery of the Subordinate Loan Documents does not constitute the Construction Lender as a joint venturer or partner of the Subordinate Lenders. No party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Construction Lender's and Subordinate Lender's Consent. Wherever the Construction Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Construction Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever any Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender, in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances. The Subordinate Lenders, the Construction Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that each of the Subordinate Mortgages is subordinate to the lien, covenants and conditions of the Construction Loan Mortgage, or to further evidence the intent of this Agreement.

(e) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located.

(g) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the indefeasible payment of all of the principal of, interest on and other amounts payable under the Construction Loan Notes and the other Construction Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate Lender is obligated to remit to the Construction Lender pursuant to Section 4 hereof; (iii) the acquisition by the Construction Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Construction Loan Mortgage; or (iv) the acquisition by a Subordinate Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of

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sale contained in, its Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

(j) Estoppel Certificates. The Sponsor hereby agrees that within ten (10) days after written demand of Construction Lender, 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 the Sponsor and its successors and assigns. Notwithstanding the foregoing, the Sponsor shall not be obligated to give such a certification more frequently than once every six months.

(k) No Modification to Construction Loan Documents. This Agreement is not intended to modify and shall not be construed to modify any term or provision of the Construction Loan Notes, the Construction Loan Mortgage or any other Construction Loan Documents or instruments evidencing, securing, guaranteeing the payment of, or otherwise relating to the indebtedness evidenced by the Construction Loan Notes or secured by the Construction Loan Mortgage, or both.

(l) Priority. The priorities herein specified are applicable irrespective of the time of creation of the Construction Loan or the Subordinate Loans.

[SIGNATURE PAGE FOLLOWS]

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[FIRST SIGNATURE PAGE TO SUBORDINATION AND INTERCREDITOR AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Construction Lender:

CIBC BANK USA

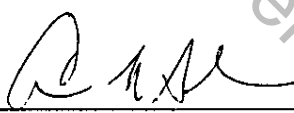
By: 
Name: Adam Rogers
Title: Associate Managing Director

STATE OF ILLINOIS)

COUNTY OF COOK)

I, a Notary Public for the state and county aforesaid, certify that Adam Rogers, personally appeared before me this day and acknowledged that he is an Associate Managing Director of CIBC Bank USA, an Illinois state chartered bank (the "Bank"), and that he as such Associate Managing Director, by the authority duly given and as the act of the Bank, executed the foregoing on behalf of the Bank.

Witness my hand and official stamp or seal this 26 day of October, 2020.


Notary Public

Print Name: Alan Bell

[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: 6/1/2024
[Notary Seal] [Must be Fully Signed]




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[SECOND SIGNATURE PAGE TO SUBORDINATION AND INTERCREDITOR AGREEMENT]

IHDA:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY,
a body politic and corporate of the State of Illinois

By: 
Name: Kristin Faust
Title: Executive Director

STATE OF ILLINOIS)
)
COOK COUNTY)

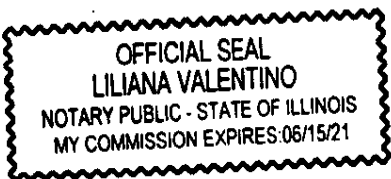
I, a Notary Public for the state and county aforesaid, certify that Kristin Faust personally appeared before me this day and acknowledged that she is the Executive Director of the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and subdivision of the State of Illinois, and that she as such Executive Director by the authority duly given and as the act of the Illinois Housing Development Authority, executed the foregoing on behalf of the Illinois Housing Development Authority.

Witness my hand and official stamp or seal this _____ day of _____, 2020.


Notary Public

Print: Name: LILIANA VALENTINO
[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: 06/15/21



[Notary Seal]

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[THIRD SIGNATURE PAGE TO SUBORDINATION AND INTERCREDITOR AGREEMENT]

Sponsor:

HOUSING & HUMAN DEVELOPMENT CORPORATION, an Illinois not for profit corporation

By: *Polly Kuehl*
Name: *Polly Kuehl*
Title: *Executive Director*

STATE OF ILLINOIS)
)
COOK COUNTY)

I, a Notary Public for the state and county aforesaid, certify that *Polly Kuehl*, personally appeared before me this day and acknowledged that he/she is the *Executive Director* of Housing & Human Development Corporation, an Illinois not for profit corporation and that he/she as such *Executive Director*, by the authority duly given and as the act of said corporation, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal this *28* day of *October*, 2020.

Kaitlyn Elizabeth Nibbelin
Notary Public

Print: Name: *Kaitlyn Elizabeth Nibbelin*
[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: *2/21/2024*



[Notary Seal]

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EXHIBIT A

LEGAL DESCRIPTION

LOT 12 IN NEW CITY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 2018 AS DOCUMENT 1808744017, IN COOK COUNTY, ILLINOIS.

Address: 711-49 W. Schiller Street, Chicago, IL 60642

PIN: 17-04-112-071

Property of Cook County Clerk's Office