



Doc# 2103616047 Fee \$98.00
RHSP FEE:\$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY CLERK
DATE: 02/05/2021 12:28 PM PG: 1 OF 8

This document prepared by
and after recording, return
to: Arich Flemenbaum
Illinois Housing Development
Authority
111 E Wacker Dr. Ste 1000
Chicago, Illinois 60601
Property Identification No.:
See Attached Exhibit A
Property Address:
See Attached Exhibit A

RS- 11883

SUBORDINATION OF MANAGEMENT AGREEMENT

THIS SUBORDINATION OF MANAGEMENT AGREEMENT (this "Agreement") is made as of this 29th day of January, 2021, by **RELATED MANAGEMENT COMPANY, L.P.** ("Manager"), to and for the benefit of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time ("Lender").

RECITALS:

WHEREAS, the Lender has agreed to make a loan from the risk Sharing Program in the maximum principal amount of Eighty-Three Million and No/100 Dollars (\$83,000,000.00) (the "Loan"), to be used with other monies, if any, for the acquisition, rehabilitation and permanent financing of a multifamily housing development known as Circle Park Apartments (the "Development") to be located on the real estate described on **Exhibit A** attached hereto and made a part hereof. The Loan is secured by a mortgage dated as of the date hereof given by Borrower in favor of Lender (the "Mortgage") and certain other documents evidencing, securing and governing the Loan. The Mortgage and such other loan documents are collectively referred to in this Agreement as the "Loan Documents"; and

WHEREAS, Borrower and Manager have entered into a certain Management Agreement (the "Management Agreement"), whereby Manager has agreed to furnish services for the rental, operation and management of the Development in exchange for certain payments to Manager for its services and the payment of expenses incurred by Manager in connection with such services; and

WHEREAS, in addition, Borrower executed and delivered an Assignment of Contracts, Licenses and Permits of even date herewith for the benefit of Lender (the "CLP Assignment"), which included an assignment of the Management Agreement; and

WHEREAS, pursuant to the Illinois Mechanics Lien Act, 770 ILCS 60/0.1 *et seq.*, as amended from time to time, managers may have lien rights with respect to unpaid fees, expenses



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and other costs incurred in connection with the management of real property and improvements;
and

WHEREAS, Lender requires, as a condition precedent to its making of the Loan, that (i) the lien and security interests of the Mortgage and the other Loan Documents be paramount, superior and prior to any and all existing liens or future rights to liens of Manager or any person or entity claiming by, through or under Manager which arise from or relate to the Management Agreement or any obligations, expenses and indebtedness arising thereunder or related to the Management Agreement (collectively, the "Junior Liens"); and (ii) Manager consents to the CLP Assignment

NOW, THEREFORE, in consideration of the mutual covenants made in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to induce Lender to make the Loan, it is agreed as follows:

1. The foregoing recitals are incorporated in this Agreement.
2. The Junior Liens are subordinated and made subject to the lien and operation of the Mortgage and other Loan Documents and any indebtedness, liabilities or obligations arising under or secured by such documents.
3. Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) certified or registered United States mail, postage prepaid, return receipt requested.

To Manager:
Related Management Company, L.P.
423 West 55th Street, 9th Floor
New York, New York 10019
Attention: Lawrence Lipton, CFO

To Lender:
Illinois Housing Development Authority
111 E. Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: Managing Director for Multifamily Financing

with a copy to:
Illinois Housing Development Authority
111 E. Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: General Counsel

Such addresses may be changed by notice to the other party given in the same manner as provided in this Agreement. Any notice, demand, request or other communication sent pursuant

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to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

4. This Agreement shall be binding upon Manager and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

5. Manager agrees to execute such further documents or instruments and take such further actions as Lender may reasonably request, at any time and from time to time, to carry out the intent of this Agreement.

6. Notwithstanding anything contained in the Management Agreement to the contrary, at any time following the date on which Lender (or any affiliate or designee of Lender) becomes an owner of any portion of the Development in any manner (including, without limitation, by purchasing the Development at a foreclosure sale or by acceptance of a deed in lieu of foreclosure), Lender shall have the right to terminate the Management Agreement (without penalty or payment of any sum) upon not less than five (5) days' prior written notice to Manager.

7. Manager acknowledges receipt of a copy of, and consents to, the CLP Assignment by Borrower, and agrees to each and all of its terms and conditions.

8. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

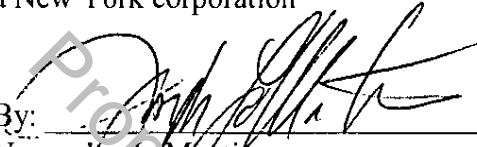
SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the undersigned has caused this Subordination of Management Agreement to be executed by its duly authorized representative.

RELATED MANAGEMENT COMPANY, L.P.
a New York Limited Partnership

By: **RCMP MANAGEMENT, INC.**,
its general partner
a New York corporation

By: 
Name: Joe L. Mantia
Title: Senior Vice President

Property of Cook County Clerk's Office

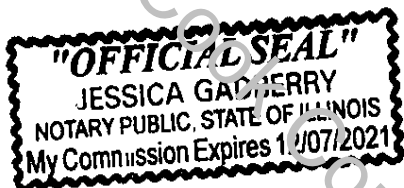
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STATE OF Illinois)
) SS
COUNTY OF DePue)

ACKNOWLEDGEMENT

I, the undersigned, a notary public in and for the State and County aforesaid, do certify that Jessiah Samantia, the senior vice president of RCMP Management Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as senior vice president of RCMP Management Inc., general partner as his/her free and voluntary act and deed and as the free and voluntary act and deed of Relation Management Company for the uses and purposes therein set forth.

Given under my hand and official seal this 22nd day of January 2021.



Jessiah Samantia
Notary Public

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EXHIBIT A LEGAL DESCRIPTION OF REAL ESTATE

[insert legal description]

Permanent Tax Identification No(s):

Commonly known as: 1111 S Ashland Avenue, Chicago, IL

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

Situated in the County of Cook, State of Illinois, to wit:

Parcel 1:

Lots 61 to 106, inclusive, and Lots 111 to 120, inclusive, in Thomas Stinson's Subdivision of Block 48 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 2:

Lots 1 to 5, inclusive, in Tierney and Brennan's Subdivision of Lots 107, 108, 109 and 110 in Block 48 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 3:

Lots 3, 4 and Lots 13 to 60, inclusive, and Lots 64 to 76, inclusive, (except the North 18 feet of Lots 74 to 76, inclusive, and except the North 18 feet of the West 14 feet of Lot 73), in the Subdivision of Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 4:

Lots 1 through 6, inclusive, and the three-foot private walkway adjoining said lots in the Subdivision of Lots 61 to 63 in the Subdivision of Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 5:

Lots 1 to 7, inclusive, and the private alleys adjoining said Lots 1 to 7 in the Subdivision of Lots 1 and 2 in Block 49 in Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 6:

Lots 1 to 19, inclusive, in Oliver's Subdivision of Lots 5 to 12, inclusive, in Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 7:

All of the Vacated East-West twelve-foot alley lying South of and adjoining Lots 81 to 100, inclusive, in Thomas Stinson's Subdivision of Block 48 in Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 8:

All of the Vacated East-West sixteen-foot alley lying South of and adjoining Lots 29 through 44, inclusive, in the Subdivision of Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

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Parcel 9:

All of the Vacated East-West sixteen-foot alley lying North of and adjoining Lots 45 through 60, inclusive, in the Subdivision of Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 10:

All of the Vacated North-South twenty-foot alley lying East of and adjoining the East lines of Lots 1 through 9, inclusive, Lots 10 through 13, inclusive, and Lot 19 and the East line thereof extended North, in Oliver's Subdivision of Lots 5 to 12 inclusive in Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 11:

All of the Vacated East-West sixteen-foot alley lying South of and adjoining Lot 13 in Oliver's Subdivision of Lots 5 to 12 inclusive in Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 12:

That part of Vacated West Grenshaw Street, lying West of the West Line of South Loomis Street, extended North and South, and lying East of the East line of South Laflin Street, extended North and South, in Thomas Stinson's Subdivision of Block 48 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 13:

That part of Vacated West Grenshaw Street lying East of the East Line of South Ashland Boulevard (South Ashland Avenue), as widened, extended, and West of the West line extended, of South Laflin Street, in the Subdivision of Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of said Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Permanent Index Numbers: 17-17-324-028-0000; 17-17-324-029-0000; 17-17-327-051-0000;
17-17-327-052-0000; 17-17-327-053-0000; 17-17-327-054-0000;
17-17-328-045-0000; 17-17-328-062-0000; 17-17-328-063-0000

Commonly Known As: 1111 South Ashland Avenue, Chicago, Illinois