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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING, RETURN
TO: Shellye A. Taylor
Illinois Housing Development Authority
111 E. Wacker Dr., Ste 1000
Chicago, Illinois 60601

Property Identification No.:
See Exhibit A Attached Hereto
Property Address:
See Exhibit A Attached Hereto
41059239 (50F8)
AA & HTF 11396



2111647005

Doc# 2111647005 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/26/2021 09:42 AM PG: 1 OF 5

SUBORDINATION OF MANAGEMENT AGREEMENT

THIS SUBORDINATION OF MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of this 23rd day of April, 2021, by and between **ALDEN REALTY, INC.** ("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, Lender has agreed to make a Financing to OAK FOREST HORIZON LIMITED PARTNERSHIP ("Borrower"), in the maximum principal amount of Four Million Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00) ("AA Loan") for the rehabilitation and permanent financing of a multifamily housing development known as Oak Forest Horizon Senior Living Community (the "Development") to be located on the real estate legally described on **Exhibit A** attached hereto and made a part hereof (the "Real Estate"). The AA Loan is secured by that certain Mortgage, Security Agreement and Assignment of Rents and Leases of even date herewith, given by Borrower in favor of Lender ("AA Mortgage") and certain other documents evidencing, securing and governing the Financing.

WHEREAS, Lender has agreed to make a second loan to Borrower in the maximum principal amount of One Million Five Hundred Twenty-Two Thousand Seven Hundred Fifty and No/100 Dollars (\$1,522,750.00) ("TF Loan"; collectively with the AA Loan, the "Financing") for the rehabilitation and permanent financing of the Development to be located on the Real Estate. The TF Loan is secured by that certain Junior Mortgage, Security Agreement and Assignment of Rents and leases of even date herewith, given by Borrower in favor of the Lender ("TF Mortgage"; collectively with the AA Mortgage, the "Mortgages") and certain other documents evidencing securing and governing the TF Loan. The TF Mortgage and such other grant documents are collectively referred to in this Agreement as the "TF Documents" (collectively with the Financing Documents, the "Financing 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

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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 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:

Alden Realty, Inc.

Attention: _____

To Lender:

Illinois Housing Development Authority

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111 East Wacker Drive, Suite 1000
Chicago, Illinois, 60601
Attention: Director, Multifamily Financing

with a copy to:

Illinois Housing Development Authority
111 East 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 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 CLT 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 TO FOLLOW]

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

MANAGER:

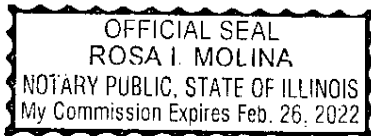
ALDEN REALTY, INC.
an Illinois corporation

By: Randi Schullo
Name: RANDI SCHULLO
Its: President

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Randi Schullo, personally known to me to be the President of Alden Realty Services Inc and 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 President of Alden Realty Services, as his/her free and voluntary act and deed and as the free and voluntary act and deed of Randi Schullo, for the uses and purposes therein set forth.

Given under my hand and official seal this 19th day of April, 2021.



Rosa I. Molina
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1: LOTS 1, 2 AND THE NORTH 1/2 OF LOT 3 (EXCEPTING THE EAST 17 FEET THERE FROM OF SAID LOTS) IN BLOCK 24 IN ARTHUR T. MCINTOSH'S ADDITION TO MIDLOTHIAN FARM BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9 AND THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 33/80TH OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 28-09-404-078 AND 28-09-404-015

COMMON ADDRESS: 149TH AND CICERO AVENUE, OAK FOREST, ILLINOIS