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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/15/2023 02:39 PM PG: 1 OF 23

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1. **Title of Document:** Master Subordination Agreement
2. **Date of Document:** As of March 1, 2023
3. **Grantor(s)** (for indexing purposes only): Greater Southwest Development Corporation
4. **Grantee(s)** (for indexing purposes only):
City of Chicago
Zions Bancorporation, National Association, as Fiscal Agent
Legacy Bank & Trust Company
5. **Statutory Mailing Address(es):**
Grantor(s): Greater Southwest Development Corporation
2601 W. 63rd Street
Chicago, Illinois 60629

Grantee(s): City of Chicago
121 N. LaSalle Street, 7th Floor
Chicago, Illinois 60602

Zions Bancorporation, National Association, as Fiscal Agent
111 W Washington St, Suite 1860
Chicago, Illinois 60602

Legacy Bank & Trust Company
3250 East Sunshine Street
Springfield, Missouri 65804
6. **Legal description:** See *Exhibit A* annexed to the document.
7. **Reference(s) to Book(s) and Page(s):** _____

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MASTER SUBORDINATION AGREEMENT

This **MASTER SUBORDINATION AGREEMENT** dated as of March 1, 2023 (this "**Agreement**") is by and among **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, a national banking association, as Fiscal Agent (the "**Fiscal Agent**") for the benefit of **LEGACY BANK & TRUST COMPANY**, a Missouri chartered bank (the "**Bondholder**", and together with Issuer and the Fiscal Agent, the "**Senior Lender**"), **GREATER SOUTHWEST DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation ("**Sponsor**"), **GREATER SOUTHWEST DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation ("**Seller**") each of the Sponsor and Seller, and the Junior Lender (as defined below), a "**Subordinate Lender**," collectively the "**Subordinate Lenders**"), and **CHURCHVIEW SUPPORTIVE LIVING PRESERVATION, LP**, an Illinois limited partnership (the "**Borrower**"). The following Recitals form the basis for, and are a material part of, this Agreement. Terms not otherwise defined in this Agreement have the meanings set forth in the below defined Loan Agreement.

RECITALS:

A. The Borrower owns certain real property located in the City of Chicago, State of Illinois and more particularly described on **Exhibit A** (the "**Land**").

B. The Borrower owns and intends to acquire, rehabilitate and construct 86 apartment units in 1 building in the City of Chicago, to be known as Churchview Homes Project (the "**Development**") located on the Land.

C. The City of Chicago, an Illinois municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "**Issuer**") is empowered by Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, as supplemented and amended (the "**Act**"), to finance the acquisition, construction, improvement, renovation, equipping and extension of plants, buildings, structures or facilities used or to be used as commercial facilities (including for-profit multifamily housing facilities), among others, within the City of Chicago, Illinois, for the purposes set forth in the Act, to issue its revenue bonds for the purpose of financing the costs of any such project, to grant security for the payments of the principal of, premium, if any, and interest on any such bonds and any agreements made in connection therewith and to pledge the payments, revenues and receipts from such projects or from any other source to the payment of such bonds.

D. The Borrower has applied to the Issuer for a loan (the "**Senior Loan**") in the maximum principal amount of \$11,900,000, for the purpose of financing a portion of the costs of the acquisition, rehabilitation and construction of the Project.

E. The Issuer, in order to obtain funds to make the Senior Loan to the Borrower, has determined to issue its Multi-Family Housing Revenue Bonds (Churchview Homes Project), Series 2023A in the maximum principal amount of \$7,000,000 and Multi-Family Housing Revenue Bonds (Churchview Homes Project), Series 2023A in the maximum principal amount of \$4,900,000 (the "**Bonds**"), pursuant to the Bond Issuance Agreement dated as of March 1, 2023 (as amended, restated or otherwise modified from time to time, the "**Bond Issuance Agreement**"), between the Issuer and the Fiscal Agent. The Issuer will make the Senior Loan pursuant to the Bond Loan Agreement dated as of March 1, 2023 (as amended, restated or otherwise modified from time to time, the "**Loan Agreement**"), between the Issuer, Bondholder and the Borrower. Upon the issuance of the Bonds, all right, title and interest of the Issuer under and in connection with the Senior Loan will be assigned (except for certain reserved rights) by the Issuer to the Fiscal Agent for the benefit of Bondholder pursuant to the Bond Issuance Agreement.

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F. The following is a listing and description of the loans that the Borrower has obtained in connection with the Development (collectively, the “**Loans**”), which will be used to fund the acquisition, construction and rehabilitation of the Development and the repayment of which will be secured by liens on the Property, and a listing of the documents that evidence and secure the repayment of the Loans (collectively, the “**Loan Documents**”):

<u>Description of Loan</u>	<u>Amount of Loan(s)</u>	<u>Applicable Loan Documents</u>
Senior Loan	\$11,900,000	Documents listed on <i>Exhibit B</i>
CDBG Loan from Junior Lender City of Chicago Department of Housing	\$8,000,000	Documents listed on <i>Exhibit C</i>
Loan from Seller	\$2,080,000	Documents listed on <i>Exhibit D</i>
Loan from Sponsor	\$910,000	Documents listed on <i>Exhibit E</i>

G. In order to induce the Bondholder to purchase the Bonds and the Issuer to make the Senior Loan, the Subordinate Lenders are willing to execute this Agreement.

H. The Fiscal Agent, Bondholder, Senior Lender and the Subordinate Lenders desire to agree upon and set forth the priority of all of their respective security interests in and liens on the Senior Collateral and the other matters set forth below.

I. It is further intended that the parties wish to specify how the terms and conditions contained in the Loan Documents shall be interpreted in the event of a conflict or inconsistency therein.

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Fiscal Agent and Subordinate Lenders hereby agree as follows:

1. **DEFINITIONS.** The following capitalized words and phrases shall have the meaning indicated for each below.

“**Bankruptcy Code**” means the United States Bankruptcy Code, as amended from time to time, any successor statute or rule promulgated thereto.

“**Business Days**” means a day that is not (a) a Saturday, Sunday or legal holiday on which banking institutions in Illinois or the states where the principal corporate trust office of the Fiscal Agent is located are authorized by law to close, (b) a day on which the New York Stock Exchange or the Federal Reserve Bank is closed, or (c) a day on which the principal office of the Bondholder is closed for reasons not related to financial conditions.

“**Guarantor**” means Greater Southwest Development Corporation, an Illinois not-for-profit corporation.

“**Insolvency Proceeding**” means any proceeding under Title 11 of the United States Code (11 U.S.C. Sec. 101 *et seq.*) or any other insolvency, liquidation, reorganization or other similar proceeding concerning the Borrower, any action for the dissolution of the Borrower, any proceeding (judicial or otherwise) concerning the application of the assets of the Borrower, for the benefit of its creditors, the appointment of or any proceeding seeking the appointment of a trustee, receiver or other similar custodian for all or any substantial part of the assets of the Borrower or any other action concerning the adjustment

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of the debts of the Borrower or the cessation of business by the Borrower, except following a sale, transfer or other disposition of all or substantially all of the assets of the Borrower in a transaction permitted under the Loan Documents.

“**Issuer**” means City of Chicago, an Illinois municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and the laws of the State of Illinois.

“**Junior Lender**” means the City of Chicago, an Illinois municipal corporation, through its Department of Housing.

“**Junior Lender Mortgage**” means the mortgage given by Borrower in favor of Junior Lender to secure the Junior Lender Loan.

“**Junior Lender Loan**” means the loan made by Junior Lender as evidenced by the documents listed on Exhibit C attached hereto.

“**Lenders**” means the Fiscal Agent, as assignee of the Issuer, and the Subordinate Lenders, and “**Lender**” means any one of them.

“**Loans**” means, collectively, the Senior Loan and the Subordinate Loans; and “**Loan**” means any one of them.

“**Obligors**” means the Borrower and any other person primarily or secondarily liable for the repayment of the Senior Obligations; and “**Obligor**” means any one of them.

“**Official Records**” means the real property records of the City of Chicago, Illinois.

“**Partnership Agreement**” means the First Amended and Restated Agreement of Limited Partnership of Churchview Supportive Living Preservation LP dated as of March 1, 2023, among Churchview Supportive Living Preservation, LLC, and NDC Corporate Equity Fund XIX, L.P., as amended, supplemented or restated from time to time, or any agreement entered into in substitution therefor.

“**Person**” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof

“**Satisfied**” means, with respect to any obligations (including, without limitation, the Subordinate Obligations or the Senior Obligations), that all such obligations shall have been fully, finally and indefeasibly paid in cash.

“**Seller Mortgage**” means the mortgage given by Borrower in favor of Seller to secure the Seller Loan.

“**Seller Loan**” means, collectively, the loans made by Seller as evidenced by the documents listed on Exhibit E attached hereto.

“**Senior Collateral**” means the buildings, improvements, personal property and other assets located on or used in connection with the Property, all other collateral described in the Senior Loan Documents and all proceeds thereof.

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“*Senior Mortgage*” means the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of March 1, 2023, from the Borrower to the Fiscal Agent, as amended, supplemented and restated from time to time, securing the Senior Note.

“*Senior Loan*” means indebtedness from the Borrower to the Fiscal Agent, as assignee from the Issuer, evidenced by the Senior Note.

“*Senior Loan Documents*” means those documents listed on Exhibit B.

“*Senior Note*” means the Series 2023A Borrower Note dated as of the date hereof in the maximum principal amount of \$7,000,000 and the Series 2023B Borrower Note dated as of the date hereof in the maximum principal amount of \$4,900,000, made by the Borrower and payable to the order of the Issuer, as amended, supplemented and restated from time to time, endorsed by the Issuer, without recourse, to the Fiscal Agent.

“*Senior Obligations*” means the obligations of the Borrower to the Fiscal Agent under the Senior Loan Documents.

“*Sponsor Mortgage*” means the mortgage given by Borrower in favor of Seller to secure the Seller Loan.

“*Sponsor Loan*” means, collectively, the loans made by Seller as evidenced by the documents listed on Exhibit D attached hereto.

“*Subordinate Lenders*” means, collectively the Junior Lender, the Sponsor and the Seller.

“*Subordinate Mortgages*” means, collectively, the Junior Lender Mortgage, the Sponsor Mortgage and the Seller Mortgage.

“*Subordinate Loan Documents*” means, collectively, the documents listed on Exhibit C, Exhibit D and Exhibit E; and “Subordinate Loan Document” means any one of them.

“*Subordinate Loans*” means, collectively, the Junior Lender Loan, the Sponsor Loan and the Seller Loan.

“*Subordinate Obligations*” means the obligations of the Borrower and/or Guarantor to the Subordinate Lenders under the Subordinate Loan Documents.

“*UCC*” means the Illinois Uniform Commercial Code, as in effect from time to time.

2. Subordination.

2.1 Except as specifically provided below, each party hereto agrees to the following priority for the provisions contained in the Loan Documents and any and all liens and/or encumbrances created thereby and subordinates and agrees to continue to subordinate its respective Loan Documents and liens and/or encumbrances created thereby to those Loan Documents and liens and/or encumbrances that are listed as having a priority over its Loan Documents and liens and/or encumbrances created thereby as follows:

Loan

Order of Priority

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Senior Loan Documents	First
Junior Loan Documents	Second
Seller Loan Documents	Third
Sponsor Loan Documents	Fourth

2.2 The foregoing agreements set forth in Section 2.1 are made irrespective of (a) the time, order, manner or method of creation, attachment or perfection of the respective security interests or liens granted to any Lender in or on the Senior Collateral or any improvements or other real or personal property located on, arising out of, or relating to the Senior Collateral, (b) the time or manner of the filing of their respective deeds of trust, assignments of leases, or financing statements, (c) the dating, execution or delivery of any agreement, document or instrument granting any Lender security interests or liens in or on any or all of the Senior Collateral, (d) any knowledge of, or actual or constructive notice to, any Lender of the obligations to any other Lender, (e) the giving or failure to give notice of the acquisition or expected acquisition of any purchase money or other security interests and (f) any provision of the UCC or any other applicable law to the contrary. For purposes of the foregoing allocation of priorities, any claim of a right of setoff shall be treated in all respects as a security interest and no claimed right of setoff shall be asserted to defeat or diminish the rights or priorities provided for herein. The subordinations and relative priority arrangements set forth in this Agreement are applicable regardless of whether the security interest or lien to which another security interest or lien is junior is not perfected or is voidable for any reason. Each Subordinate Lender hereby waives (i) notice of the existence, creation or nonpayment of all or any of the Senior Obligations, and (ii) all diligence in collection, protection of or realization upon the Senior Obligations or any security therefor.

2.3 Without limiting the generality of the foregoing, if any trustee's sale, UCC sale or other foreclosure sale occurs under the Senior Mortgage or the other Senior Loan Documents, or if any or all of the Senior Collateral is conveyed and transferred to the Fiscal Agent (or its designee) in lieu of foreclosure, then each Subordinate Mortgage and any other Subordinate Loan Document, to the extent the same affect or encumber any of the Senior Collateral, shall be deemed to have been released, terminated and extinguished as a lien or security interest, or both, against the Senior Collateral. In the event of any such trustee's sale, UCC sale or other foreclosure sale, the proceeds shall be applied as provided in Section 2.4. Upon the effectiveness of any trustee's, UCC or foreclosure sale, or conveyance and transfer in lieu thereof, the Senior Collateral shall be free and clear of any liens and security interests of any Subordinate Lender. Upon the reasonable request of the Fiscal Agent, the Subordinate Lenders shall execute, acknowledge and record a confirmation of the release, termination and extinguishment, provided that the failure of any Subordinate Lender to do so shall not invalidate such release, termination and extinguishment or otherwise affect the rights or obligations of the parties hereunder.

2.4 The Borrower and the Subordinate Lenders authorize, instruct and direct the Fiscal Agent to apply any proceeds derived from any trustee's sale, UCC sale or other foreclosure sale or deed in lieu of foreclosure sale of the Senior Collateral conducted pursuant to the Senior Loan Documents to be applied, first, to the payment of the Senior Obligations, in such order and priority as may be provided in the Senior Loan Documents, until the Senior Obligations are Satisfied. If the Senior Obligations are Satisfied, then any excess proceeds from the Senior Collateral remaining thereafter, shall be applied to the Subordinate Loans in the order of priority set forth in Section 2.1.

3. Payment on Subordinate Obligations. The Borrower may make payments on the Subordinate Obligations in accordance with the terms of the Subordinate Loan Documents; provided, however, without the prior written consent of the Fiscal Agent, the Borrower shall only be entitled to make regularly scheduled debt service payments to the Subordinate Lenders which interest payments

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shall be solely from Cash Flow (defined in the Partnership Agreement). The Subordinate Lenders will not accept any payments from the Borrower except for regularly scheduled debt service payments; provided, however, that upon receipt of any notice from the Fiscal Agent that a monetary payment Event of Default has occurred under the Senior Loan Documents, then Subordinate Lenders will not accept any payments from the Borrower. Any payments received by any Subordinate Lender from the Borrower which are prohibited hereunder shall be immediately forwarded to the Fiscal Agent to be applied by the Fiscal Agent toward the payment of the Senior Obligations.

4. Representations and Agreements of Subordinate Lenders. Each Subordinate Lender and the Borrower represents and warrants (as to itself only) to, and covenants and agrees with, the Fiscal Agent as follows:

4.1 Each Subordinate Lender is the holder and legal owner of its Subordinate Loan Documents. True, correct and complete copies of all of the Subordinate Loan Documents with respect to the Subordinate Loan have been delivered to the Fiscal Agent on or prior to the date hereof.

4.2 The terms and provisions of this Agreement do not violate any term or provision of any of the Subordinate Loan Documents; and to the extent any of the terms or provisions of this Agreement are inconsistent with any of the terms or provisions of the Subordinate Loan Documents, the provisions of the Subordinate Loan Documents shall be deemed to have been superseded by this Agreement.

4.3 The Subordinate Lenders will use commercially reasonable efforts to provide the Fiscal Agent with written notice of the declaration by any Subordinate Lender of any default or event of default under any of the Subordinate Loan Documents. The Borrower hereby authorizes each Subordinate Lender to provide copies of such notices.

4.4 The Subordinate Lenders agree not to oppose, interfere with or otherwise attempt to prevent the Fiscal Agent from enforcing its security interests in and liens on any of the Senior Collateral or otherwise realizing upon any of the Senior Collateral.

4.5 The Subordinate Lenders agree not to amend, modify or supplement the Subordinate Loan Documents without the prior consent of the Fiscal Agent, which consent shall not be unreasonably withheld.

4.6 The Senior Loan Documents shall supersede and govern all agreements of Borrower relating to escrowing of tax and insurance payments, replacement reserves and other reserves.

5. Certain Subordinate Lender Actions Prohibited. No Subordinate Lender shall take any one or more of the following actions without the prior written consent of the Fiscal Agent, which consent may be withheld in the Fiscal Agent's sole and absolute discretion, notwithstanding that a default may have occurred on the part of the Borrower under the Subordinate Loan Documents, unless and until the Senior Obligations shall have been Satisfied:

5.1 Commence, or join with any other creditor in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to the Borrower; or

5.2 Bring suit against the Borrower, Guarantor or the Senior Collateral; or

5.3 Seek to appoint a receiver for the Senior Collateral, any part thereof or the Borrower, seek to obtain possession of the Senior Collateral (as a mortgagee-in-possession or otherwise) or exercise any rights under any assignment of leases, rents or other contracts to the extent the same affect any portion of the Senior Collateral; or

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5.4 Take any action affecting the Senior Collateral or any portion thereof, except as may be expressly permitted in this Agreement; or

5.5 Advertise for sale, or conduct a trustee's sale, UCC sale or other foreclosure sale affecting all or any portion of the Senior Collateral, whether under the Subordinate Mortgages or otherwise, or otherwise realize on any of the Senior Collateral.

6. Bankruptcy.

6.1 In the event of any dissolution, winding-up, liquidation, readjustment, reorganization or other similar proceedings relating to the Borrower, the Borrower's creditors or the Senior Collateral (whether voluntary or involuntary, in bankruptcy or out of bankruptcy or in connection with the sale of substantially all of the assets of the Borrower or the Senior Collateral), the Senior Obligations shall be Satisfied before any of the Subordinate Obligations are paid. If the Borrower becomes the subject of a voluntary or involuntary bankruptcy proceeding, no Subordinate Lender shall seek relief from, or to annul, the automatic stay of such proceeding or seek adequate protection without the prior written consent of the Fiscal Agent.

6.2 Until the Senior Obligations have been Satisfied, each Subordinate Lender hereby covenants and agrees that it will not institute, file, commence, acquiesce, petition (either by itself or in conjunction with any other Person) under Bankruptcy Code Section 303 or otherwise (or join any Person in any such petition) or otherwise invoke or cause any other Person to invoke an Insolvency Proceeding with respect to or against any Obligor or seek to appoint a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official with respect to any Obligor or all or any part of its property or assets or ordering the winding-up or liquidation of the affairs of any Obligor.

6.3 If an Insolvency Proceeding occurs, then the parties agree that any proceeds derived from such Insolvency Proceedings shall be distributed to the Fiscal Agent until the Senior Obligations have been Satisfied, and then in accordance with the priority set forth in Section 2.1. Each Subordinate Lender agrees that, in the event of any Insolvency Proceeding with respect to or involving any Obligor, any payments or distribution of any kind or character, whether in cash, securities or other property which would otherwise (but for these subordination provisions) be payable or deliverable in respect of each Subordinate Loan shall be paid or delivered directly to the Fiscal Agent for application in payment of the Senior Loan (or to a banking institution selected by the court or other Person making the payment or delivery or designated by the Fiscal Agent) for application as determined by the Fiscal Agent in its sole and absolute discretion.

6.4 Each Subordinate Lender hereby undertakes and agrees, upon the request of the Fiscal Agent, to execute, verify, deliver and file in a timely manner any proofs of claim, consents, assignments or other action necessary or appropriate to permit the Fiscal Agent to enforce in its own right, or to permit any Subordinate Lender to enforce strictly on behalf of the Fiscal Agent, the obligations of the Borrower to the Subordinate Lenders in respect of the Subordinate Loans, and to vote any claims at any meeting of creditors or for any plan or with respect to any matter as the Fiscal Agent shall direct, all in order to preserve and maintain all claims against the Borrower for sums due under the Loans as a collective whole, taking into account that Subordinate Lenders' interests in the Loans are subordinate to that of the Fiscal Agent to the extent provided in this Agreement. Upon failure of any Subordinate Lender to do so, the Fiscal Agent shall be deemed to be irrevocably appointed the agent and attorney-in-fact of such Subordinate Lender to execute, verify, deliver and file any such proofs of claim, consents, assignments or other instrument, to vote any such claims in any Insolvency Proceeding, and to receive and collect any and all payments or other disbursements made thereon in whatever form the same may be paid or issued

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and to apply the same on account of the Loans in the manner provided in this Agreement. Each Subordinate Lender hereby declares that the foregoing power is coupled with an interest and such power is and shall be irrevocable by such Subordinate Lender.

6.5 Each Subordinate Lender hereby agrees that it shall not make any election, give any consent, file any motion or take any other action under any Insolvency Proceeding without the prior written consent of the Fiscal Agent. Each Subordinate Lender also agrees that it will not assert or in any way utilize the Loans as the basis for any set-off, offset or recoupment in any action or proceeding brought by any Obligor against it. Each Subordinate Lender hereby agrees that, upon the request of the Fiscal Agent, Subordinate Lender shall execute, acknowledge and deliver to the Fiscal Agent all and every such further deeds, conveyances and instruments as the Fiscal Agent may reasonably request for the better assuring and evidencing of the foregoing appointment and grant.

6.6 If the Borrower makes any payment on the Loans that is avoided or subsequently required to be repaid under any bankruptcy law, then each Subordinate Lender hereby agrees, jointly and severally, to disgorge the payment received, regardless of whether such Subordinated Lender has paid or delivered to the Fiscal Agent all or part of any payment that such Subordinated Lender received, under the terms of this Agreement, and regardless of whether any other Subordinate Lender returns or repays any payment that is required to be disgorged under the terms of this Section.

6.7 If the Fiscal Agent desires to permit use of cash collateral or to provide financing to the Borrower under either Section 363 or Section 364 of the Bankruptcy Code, then each Subordinate Lender agrees as follows: (a) adequate notice to Subordinate Lender shall have been provided for such financing or use of cash collateral if Subordinate Lender receives notice ten (10) Business Days prior to the entry of the order approving such financing or use of cash collateral and (b) no objection will be raised by Subordinate Lender to any such financing or use of cash collateral on the ground of a failure to provide "adequate protection" for Subordinate Lender or any other grounds, all of which objections are hereby waived and released.

6.8 The Fiscal Agent will have the right to determine what actions will be taken in the Insolvency Proceeding, provided that each Subordinate Lender shall have the right to be present at any meeting and at all negotiations or hearings. In the event of a vote on a bankruptcy plan or otherwise, each Subordinate Lender will contractually agree to vote its claim as directed by the Fiscal Agent.

7. Casualty or Condemnation. If any of the Senior Collateral is damaged by fire or other casualty loss, or if any of the Senior Collateral is taken under the power of eminent domain or other condemnation, then all insurance proceeds and condemnation awards shall be paid to the Fiscal Agent and each Subordinate Lender hereby assigns its right to receive such proceeds and awards to the Fiscal Agent until the Senior Obligations have been Satisfied with any excess proceeds paid in accordance with the Subordinate Loan Documents in the order of priority set forth in Section 2.1. The Fiscal Agent shall have the sole and exclusive right to adjust, compromise or settle any such loss with the insurer thereof, and to collect and receive the proceeds from such insurer or awards from the condemning authority. Any insurer shall be immune from claims against it by Subordinate Lenders if it acts in reliance on the provisions of this paragraph. The Fiscal Agent shall have the sole right, subject to the express provisions of the Senior Loan Documents, to determine whether any insurance proceeds or condemnation awards will be made available for restoration of the Senior Collateral following any casualty or condemnation. If, and to the extent the Fiscal Agent agrees to make available any such proceeds or awards for restoration of the Senior Collateral, each Subordinate Lender hereby waives any right under the Subordinate Loan Documents that may give such Subordinate Lender the right to require that such proceeds or awards be applied to repayment of the Subordinate Loans.

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8. Merger. If the Fiscal Agent or any affiliate thereof acquires title to the Senior Collateral by deed, bill of sale, assignment or other transfer, each Subordinate Lender agrees that such acquisition of title shall not cause the Senior Mortgage, or the other Senior Loan Documents, to be terminated by reason of the doctrine of merger unless the Fiscal Agent intends for such termination to occur which intention must be expressly stated in a written instrument executed by the Fiscal Agent; and each Subordinate Lender agrees not to assert any claim that such termination has occurred until such time as any such instrument is so recorded.

9. Amendment of Senior Obligations. The Fiscal Agent may, from time to time, without notice to or consent by any Subordinate Lender, take any and all other actions, including the following actions, all without impairing the validity or priority of the Senior Loan Documents or affecting the subordination provided for in this Agreement:

9.1 Increase the principal amount of the Senior Obligations (including, without limitation advances to protect the Senior Collateral); or

9.2 Retain or obtain a security interest in any other property to secure any of the Senior Obligations; or

9.3 Extend or renew for one or more periods, the maturity of the Senior Obligations, increase or decrease the interest rate payable under the Senior Loan Documents, increase or decrease the principal amortization required under the Senior Loan Documents or amend or modify any other provision of the Senior Loan Documents; or

9.4 Release or compromise any obligation of any nature of any obligor or guarantor of the Senior Obligations or forebear from enforcement of the Senior Obligations for any period of time on such terms and conditions as the Fiscal Agent may determine in the Fiscal Agent's sole and absolute discretion; or

9.5 Release any collateral for the Senior Obligations, permit the substitution of collateral therefor or take any other action with respect to the Senior Collateral as the Fiscal Agent may deem appropriate in its sole and absolute discretion; or

9.6 Assign, from time to time, any or all of the Senior Obligations or grant participation interests therein; or

9.7 Appoint a receiver for the Senior Collateral.

10. No Third Party Beneficiaries.

10.1 All undertakings, agreements, representations and warranties contained in this Agreement are solely for the benefit of the Lenders and there are no other parties (including, without limitation, the Borrower) who are intended to be benefited in any way by this Agreement. The existence of this Agreement shall not commit or obligate any Lender to make loans or extend credit to the Borrower.

10.2 Nothing contained in this Agreement is intended to affect or limit in any way the security interests or liens each of the Lenders has in or on any or all of the property and assets of the Borrower, whether tangible or intangible, insofar as the Borrower, and third parties are concerned. Lenders specifically reserve all respective security interests and liens and rights to assert such security interests and liens as against the Borrower and third parties.

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11. Waivers. Each Subordinate Lender hereby waives any and all rights to (a) require the Fiscal Agent to marshal any property or assets of the Borrower or to resort to any of the property or assets of any the Borrower in any particular order or manner, (b) require the Fiscal Agent to enforce any guaranty or any security interest or lien given by any person or entity other than the Borrower to secure the payment of any or all of the Senior Loan as a condition precedent or concurrent to taking any action against or with respect to the Senior Collateral, (c) bring any action to contest the validity, legality, enforceability, perfection, priority or avoidability of the Senior Loan, any of the Senior Loan Documents or any of the security interests or liens granted by the Borrower in favor of the Fiscal Agent in or on the Senior Collateral, or (d) otherwise contest the Fiscal Agent's collection, protection of or realization upon the Senior Loan. Until the Senior Obligations have been Satisfied, each Subordinate Lender waives and releases any and all rights of subrogation which Subordinate Lender may now or hereafter have against the Senior Collateral which would result in Subordinate Lender obtaining a priority equal or superior to the priority of the Senior Loan Documents.

12. Term of Agreement. This Agreement shall remain in full force and effect until all Loans shall have been Satisfied. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Loans is rescinded or must otherwise be returned by a Lender upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

13. Further Assurances. Each Subordinate Lender hereby covenants and agrees to take any and all additional actions and execute, deliver, file or record any and all additional agreements, documents and instruments as may be necessary or as the Fiscal Agent may from time to time reasonably request to effect or confirm the subordination and other provisions of this Agreement.

14. Breach of Agreement by Subordinate Lender. If any Subordinate Lender in any manner fails to comply with any of the terms and conditions of this Agreement, such Subordinate Lender shall be directly liable to the Fiscal Agent for any damages incurred by the Fiscal Agent arising out of such breach.

15. Notices.

15.1 The Borrower hereby consents to and authorizes the Fiscal Agent and Subordinate Lenders to generally communicate with each other regarding the status of each of their loans with the Borrower which communications may include, without limitation, giving copies of any notices of default sent under the Senior Loan Documents or the Subordinate Loan Documents, as the case may be.

15.2 Each Subordinate Lender hereby assumes responsibility for keeping itself informed of the financial condition of the Borrower and of all other circumstances bearing upon the risk of nonpayment of the Subordinate Loans that diligent inquiry would reveal. Each Subordinate Lender hereby agrees that the Fiscal Agent shall have no duty to advise such Subordinate Lender of any information regarding such condition or any such circumstances.

15.3 Any notice, request, demand, consent or other communication hereunder shall be in writing and delivered in person or sent by telecopy or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or telecopy number set forth on the signature pages hereof, or at such other address or telecopy number as any party hereto may designate as its address for communications hereunder by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by telecopy, or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

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15.4 If the Fiscal Agent shall be required by the Uniform Commercial Code or any other applicable law to give notice to Subordinate Lenders of any action taken or to be taken by the Fiscal Agent against or with respect to any or all of the Senior Collateral, such notice shall be given in accordance with this Agreement and at least five (5) business days' notice shall be conclusively deemed to be commercially reasonable.

16. Reliance by the Fiscal Agent. All of the Senior Obligations shall be deemed to have been made or incurred in reliance upon this Agreement. Each Subordinate Lender expressly waives all notice of the acceptance by the Fiscal Agent of the provisions of this Agreement and all other notices not specifically required pursuant to the terms of this Agreement. Each Subordinate Lender agrees that the Fiscal Agent has not made any representation or warranty with respect to the due execution, legality, validity, completeness or enforceability of any of the Senior Loan Documents, the creation, attachment, perfection or priority or any security interest or lien securing any or all of the Senior Obligations or the collectability of any of the Senior Obligations. The Fiscal Agent shall be entitled to manage and supervise its credit facilities with the Borrower in accordance with applicable law and its usual business practices, modified from time to time as it deems appropriate under the circumstances, without regard to the existence of any rights that any Subordinate Lender may have now or hereafter in or to any of the property or assets of the Borrower, and the Fiscal Agent shall have no liability to any Subordinate Lender for any loss, claim or damage allegedly suffered by Subordinate Lenders in any proceeding by the Fiscal Agent to foreclose or otherwise enforce any of its security interests in or liens on any of the Senior Collateral.

17. Miscellaneous.

17.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, including, without limitation the holders, from time to time, of the Subordinate Obligations and the Senior Obligations, respectively.

17.2 This Agreement shall be governed by the laws of the State of Illinois, without regard to its rules regarding conflicts of laws.

17.3 This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

17.4 This Agreement shall be recorded in the Official Records.

17.5 If any litigation occurs under this Agreement, then the prevailing party shall be entitled to recover from the non-prevailing party the amount of all of prevailing party's expenses incurred in connection with or as a result of such litigation, including, without limitation, the prevailing party's attorneys' fees and disbursements.

17.6 Each Subordinate Lender hereby covenants and agrees to take any and all additional actions and execute, deliver, file and/or record any and all additional agreements, documents and instruments as may be necessary or as the Fiscal Agent may from time to time reasonably request to effect the subordination and other provisions of this Agreement.

17.7 No failure or delay on the part of any Subordinate Lender or the Fiscal Agent in the exercise of any power, right, remedy or privilege under this Agreement shall impair such power, right, remedy or privilege or shall operate as a waiver thereof; nor shall any single or partial exercise of any such power, right, remedy or privilege preclude any other or further exercise of any other power, right, remedy or privilege. The waiver of any such right, power, remedy or privilege with respect to particular facts and circumstances shall not be deemed to be a waiver with respect to other facts and circumstances.

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17.8 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

17.9 Each party to this Agreement acknowledges that the breach by it of any of the provisions of this Agreement is likely to cause irreparable damage to the other party. Therefore, the relief to which any party shall be entitled in the event of any such breach or threatened breach shall include, but not be limited to, a mandatory injunction for specific performance, injunctive or other judicial relief to prevent a violation of any of the provisions of this Agreement, damages and any other relief to which it may be entitled at law or in equity.

17.10 The parties hereby mutually waive any and all rights to trial by jury in any litigation under this Agreement.

17.11 This Agreement shall represent the entire, integrated agreement between the parties hereto with respect to the subject matter hereof and shall supersede all prior negotiations, representations or agreements pertaining thereto, either oral or written. This Agreement and any provision thereof shall not be modified, amended, waived or discharged in any manner other than by a written amendment executed by all parties to this Agreement.

17.12 If any party to this Agreement breaches their obligations hereunder, such party shall be liable to the either party hereto for any and all damages caused thereby.

18. Tax Credit Requirement. Notwithstanding any other provision herein to the contrary, the Fiscal Agent and each Subordinate Lender agrees that in the event of a foreclosure on the Development, that no tenant may be evicted nor rent be raised for the three-year period following foreclosure if such eviction or raising of rent would be contrary to the provisions of Section 42(h)(6)(E) of the Internal Revenue Code of 1986, as may be amended, and that the Senior Loan Documents and Subordinate Loan Documents are expressly subordinate to this provision.

19. Electronic Transactions. The parties agree that the transaction described in this Agreement may be conducted, and related documents may be sent, received or stored by electronic means. Copies, teletypes, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

20. Rights of the Fiscal Agent. The parties hereto acknowledge and agree that Fiscal Agent is acting hereunder solely in its capacity as Fiscal Agent under the Bond Issuance Agreement, and in so acting hereunder shall be entitled to all rights, protections and immunities granted to it in the Bond Issuance Agreement. In the event any provision of this Agreement requires the approval, consent, or action by the Fiscal Agent, the Fiscal Agent may, in its sole discretion, require direction of the Servicer, or, if none, the Majority Owner, prior to taking any such approval, consent or action.


SIGNATURES CONTAINED ON FOLLOWING PAGES

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CONTINUATION OF SIGNATURE PAGE MASTER SUBORDINATION AGREEMENT

BONDHOLDER:

LEGACY BANK & TRUST COMPANY,
a Missouri chartered bank

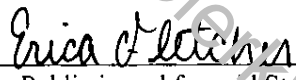
By: 
Name: Eric Leonard
Title: Executive Vice President

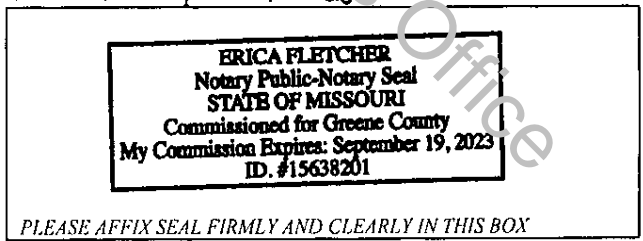
ACKNOWLEDGMENT

STATE OF MO)
)
COUNTY OF Greene) SS.

On this 22 day of February, 2023, before me appeared Eric Leonard, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Legacy Bank & Trust Company, and that the within instrument was signed on behalf of said body politic, and that said Legacy Bank & Trust Company acknowledged said instrument to be the free act and deed of said body politic.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.


Notary Public in and for said State
Commission Expires: 9-19-23



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CONTINUATION OF SIGNATURE PAGE MASTER SUBORDINATION AGREEMENT

SPONSOR:

**GREATER SOUTHWEST DEVELOPMENT
CORPORATION,**

an Illinois not-for-profit corporation

By: _____

Name: Adrian Soto

Title: Executive Director

ACKNOWLEDGMENT

STATE OF IL)
CITY OF Cook) SS.

On this 21st day of Feb, 2023, before me appeared Adrian Soto, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of Churchview Supportive Living Preservation, LLC, an Illinois limited liability company, General Partner of Churchview Supportive Living Preservation, LP, an Illinois limited partnership, and on said instrument on behalf of said corporation and partnership, and such person duly acknowledged the execution of the same to be the free act and deed of said corporation and partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Bridget A. White

Notary Public in and for said State
Commission Expires:




UNOFFICIAL COPY

CONTINUATION OF SIGNATURE PAGE MASTER SUBORDINATION AGREEMENT

SELLER:

GREATER SOUTHWEST DEVELOPMENT CORPORATION,
an Illinois not-for-profit corporation

By: 
Name: Adrian Soto
Title: Executive Director


ACKNOWLEDGMENT

STATE OF IL)
CITY OF Cook)

SS.

On this 24th day of Feb., 2023, before me appeared Adrian Soto, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of Churchview Supportive Living Preservation, LLC, an Illinois limited liability company, General Partner of Churchview Supportive Living Preservation, LP, an Illinois limited partnership, and that said instrument on behalf of said corporation and partnership, and such person duly acknowledged the execution of the same to be the free act and deed of said corporation and partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.


Notary Public in and for said State
Commission Expires:



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CONTINUATION OF SIGNATURE PAGE MASTER SUBORDINATION AGREEMENT

BORROWER:

CHURCHVIEW SUPPORTIVE LIVING PRESERVATION, LP,
an Illinois limited partnership

By: Churchview Supportive Living Preservation, LLC,
an Illinois limited liability company
its general partner

By: Greater Southwest Development Corporation,
an Illinois not-for-profit corporation,
its sole member

By: 
Name: Adrian Soto
Title: Executive Director


Property of Cook County Clerk's Office

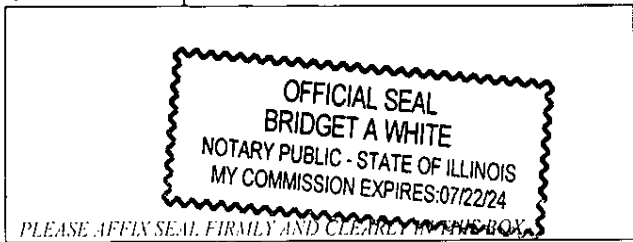
ACKNOWLEDGMENT

STATE OF IL)
CITY OF Cook) SS.

On this 24 day of Feb, 2023, before me appeared Adrian Soto, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of Churchview Supportive Living Preservation, LLC, an Illinois limited liability company, General Partner of Churchview Supportive Living Preservation, LP, an Illinois limited partnership, and that said instrument on behalf of said corporation and partnership, and such person duly acknowledged the execution of the same to be the free act and deed of said corporation and partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.


Notary Public in and for said State
Commission Expires:



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EXHIBIT A

Legal Description of the Property

***PARCEL 1:

LOTS 16 TO 25 IN BLOCK 16 IN COBE AND MCKINNON'S 63RD STREET AND CALIFORNIA AVENUE SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST HALF OF VACATED SOUTH TALMAN AVENUE ADJACENT TO AFORESAID LOTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR PRIVATE INGRESS AND EGRESS BENEFITTING PARCEL 1 PURSUANT TO THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 1, 2003 AND RECORDED MARCH 27, 2003 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 0030415529 UPON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

LOTS 16 THROUGH 23, BOTH INCLUSIVE, IN BLOCK 15, TOGETHER WITH THE WEST HALF OF VACATED SOUTH TALMAN AVENUE LYING EAST OF THE EAST LINE OF SAID LOT 16 IN BLOCK 15, ALL IN COBE & MCKINNON'S 63RD STREET AND CALIFORNIA AVENUE SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.***

PERMANENT REAL ESTATE INDEX NUMBERS:

19-13-427-030-0000; 19-13-427-031-0000; 19-13-427-032-0000; 19-13-427-033-0000; 19-13-427-034-0000; 19-13-427-035-0000; 19-13-427-036-0000; 19-13-427-037-0000; 19-13-427-040-0000

COMMONLY KNOWN AS: 2626 W. 63RD STREET, CHICAGO, ILLINOIS 60629

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EXHIBIT B

SENIOR LOAN DOCUMENTS

1. Series 2023A Bond No. R-1 (\$7,000,000) dated March 8, 2023;
2. Series 2023B Bond No. R-1 (\$4,900,000) dated March 8, 2023;
3. Series 2023A Borrower Note (\$7,000,000) dated March 8, 2023;
4. Series 2023B Borrower Note (\$4,900,000) dated March 8, 2023;
5. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from the Borrower to the Fiscal Agent;
6. Master Subordination Agreement among the Fiscal Agent, the Senior Lender, Sponsor, Seller, and the Borrower;
7. Bond Issuance Agreement between Issuer, Bondholder and Trustee;
8. Bond Loan Agreement among Bondholder, Issuer and Borrower;
9. Continuing Covenants Agreement among Bondholder and Borrower;
10. Assignment of Architect's Contract with Architect's Acknowledgment, Consent and Subordination by Borrower in favor of Trustee;
11. Assignment of Construction Contract with Contractor's Acknowledgment and Consent by Borrower in favor of Trustee;
12. Assignment of Management Agreement and Subordination of Management Fees among Borrower, Trustee, and Gardant Management Solutions Inc;
13. Assignment and Subordination of Development Services Agreement among Borrower, Greater Southwest Development Corporation and Trustee;
14. Environmental Indemnification and Release Agreement by Borrower in favor of the Fiscal Agent;
15. Guaranty Agreement by Greater Southwest Development Corporation in favor of the Fiscal Agent;
16. Security Agreement by Borrower, Borrower's General Partner in favor of the Fiscal Agent;
17. Escrow and Disbursing Agreement among the Borrower, the Fiscal Agent, the Senior Lender, Toro Construction, Corp., and General Partner; and
18. All other documents executed in connection with the Senior Loan.

each dated as of March 1, 2023, unless otherwise stated; and as each may be amended, supplemented and restated from time to time.

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EXHIBIT C

CDBG JUNIOR LOAN DOCUMENTS

1. Junior Mortgage, Security Agreement and Financing Statement from Borrower in favor of the Junior Lender;
2. Note in the original principal amount of \$8,000,000 from Borrower in favor of the Junior Lender;
3. Housing Loan Agreement
4. Regulatory Agreement
5. Assignment of Contracts and Documents
6. Assignment of Rents and Leases
7. Environmental Indemnity Agreement
8. All other documents executed in connection with the existing CDBG Loan; and
9. All other documents executed in connection with the Junior Loan.

each dated as of March 1, 2023, unless otherwise stated; and as each may be amended, supplemented and restated from time to time.

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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EXHIBIT D

SELLER LOAN DOCUMENTS

1. Junior Mortgage, Assignment of Rents and Security Agreement (Seller Loan) from Borrower in favor of Seller;
2. Promissory Note (Seller Note) in the original principal amount of \$2,080,000, from Borrower in favor of the Seller;
3. All other documents executed in connection with the Seller Loan.

each dated as of March 1, 2023, unless otherwise stated; and as each may be amended, supplemented and restated from time to time.

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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EXHIBIT E

SPONSOR LOAN DOCUMENTS

1. Junior Mortgage, Assignment of Rents and Security Agreement (Sponsor Loan) from Borrower in favor of Sponsor;
2. Promissory Note (Sponsor Note) in the original principal amount of \$910,000.00, from Borrower in favor of Sponsor;
3. Donations Tax Credit Regulatory Agreement; and
4. All other documents executed in connection with the Sponsor Loan.

each dated as of March 1, 2023, unless otherwise stated; and as each may be amended, supplemented and restated from time to time.

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
 RECORDING DIVISION
 118 N. CLARK ST. ROOM 120
 CHICAGO, IL 60602-1387

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