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Cook County Recorder 31.00

THIS INSTRUMENT PREPARED BY:
Bennett L. Cohen
Cohen, Salk & Huvar, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

AND AFTER RECORDING MAIL TO:
Janie Garcia
BankFinancial F.S.B.
1200 Internationale Parkway, Ste 101
Woodridge, Illinois 60517

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is dated June 13, 2001, and is between BANKFINANCIAL F.S.B. (the "Senior Mortgagee") and NORTHSIDE COMMUNITY BANK (the "Junior Mortgagee").

The Senior Mortgagee, as a condition precedent to the funding of a \$847,000.00 mortgage loan to 3952-54 GREENVIEW APTS., INC., an Illinois corporation (the "Mortgagor") has required the subordination of the Junior Mortgage to the Senior Mortgage, all as hereinafter defined, on the terms and conditions herein recited.

In consideration of the premises and of the mutual covenants and agreements of the parties hereafter set forth, the parties hereto agree as follows:

1. **Definitions:**
 - A. **Junior Indebtedness.** "Junior Indebtedness" as used herein means the \$1,100,000.00 promissory note executed by Sean Derrig and Patricia Derrig in favor of Junior Mortgagee as payee (the "Junior Note") secured by the Junior Mortgage, including any and all renewals, modifications, extensions, amendments and refinancings thereof, and all other indebtedness secured by the Junior Mortgage.
 - B. **Junior Mortgage.** "Junior Mortgage" as used herein collectively means the following security documents executed in favor of Junior Mortgagee: (i) the Mortgage dated June 16, 1998 and recorded July 9, 1998 as Document No. 98589458 in the office of the Cook County Recorder of Deeds, mortgaging and conveying the Property to the Junior Mortgagee to secure the Junior Note, and (ii) the Assignment of Rents dated June 16, 1998 and recorded July 9, 1998 as Document No. 98589459 in the office of the Cook County Recorder of Deeds, assigning to the Junior Mortgagee all leases, rents and other proceeds thereof to secure the Junior Note.
 - C. **Property.** "Property" as used herein means the real estate legally described in Exhibit A attached hereto, and all improvements thereon.
 - D. **Senior Indebtedness.** "Senior Indebtedness" as used herein means the \$847,000.00 mortgage note executed by Mortgagor in favor of Senior Mortgagee as payee (the "Senior Note")

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secured by the Senior Mortgage, including any and all renewals, modifications, extensions, amendments and refinancings thereof, and all other indebtedness secured by the Senior Mortgage.

E. Senior Mortgage. "Senior Mortgage" as used herein collectively means the following security documents executed by the Mortgagor in favor of the Senior Mortgagee: (i) that certain Mortgage, Security Agreement and UCC Fixture Filing dated as of June 13, 2001 executed by Mortgagor in favor of Senior Mortgagee and recorded _____, 2001 as Document No. _____ in the office of the Cook County Recorder of Deeds, mortgaging and conveying the Property to the Senior Mortgagee to secure the Senior Note and all other Senior Indebtedness, and (ii) the Assignment of Rents and of Lessor's Interest in Leases dated June 13, 2001 and recorded _____ as Document No. _____ in the office of the Cook County Recorder of Deeds, assigning to the Senior Mortgagee all leases, rents and other proceeds thereof to secure the Senior Note.

2. Representations and Warranties of the Junior Mortgagee:

A. Junior Mortgagee represents to the Senior Mortgagee that Junior Mortgagee is the holder of the Junior Note and Junior Mortgage and that neither the Junior Note or Junior Mortgage has been negotiated, assigned, transferred or delivered to any party by Junior Mortgagee.

B. Junior Mortgagee represents to the Senior Mortgagee that to the best of Junior Mortgagee's knowledge, no default or condition which with the passage of time or giving of notice, or both, would constitute a default, exists under the Junior Note or Junior Mortgage.

3. Subordination of Junior Mortgage.

A. The Junior Mortgagee hereby subordinates the lien of the Junior Mortgage to the lien of the Senior Mortgage and agrees that the Junior Mortgage is subordinate, subject, and inferior, in priority, to the Senior Mortgage. It is the intent of the parties hereto that the lien of the Senior Mortgage shall be superior to the lien of the Junior Mortgage for the purpose of securing the (i) the Senior Note, and all extensions, renewals, amendments, modifications and refinancings thereof, (ii) all advances made by Senior Mortgagee under the Senior Mortgage to pay for delinquent taxes (including interest and penalties) on the Property, insurance premiums for the Property, and all other costs expended to protect, perfect, preserve, defend or foreclose the lien of the Senior Mortgage (all of the foregoing collectively "Protective Advances"), and (iii) all other indebtedness secured by the Senior Mortgage.

Notwithstanding anything contained in this Agreement to the contrary, the Junior Mortgagee's subordination of the Junior Mortgage to the Senior Mortgage is limited to one hundred and twenty five percent (125%) of the original face amount of the Senior Note or \$1,058,750.00. This means that the lien of the Senior Mortgage shall be senior and paramount to the lien of the Junior Mortgage for an amount up to, but not exceeding \$1,058,750.00.

B. Intentionally Deleted.

C. In the event of the occurrence of any casualty with respect to any of the Property, Junior Mortgagee agrees that Senior Mortgagee shall have the sole and exclusive right to adjust, compromise

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or settle any such loss with the insurer thereof, and to collect and receive the proceeds from such insurer. Any insurer shall be fully protected if it acts in reliance on the provisions of this paragraph. Senior Mortgagee agrees to notify Junior Mortgagee once Senior Mortgagee has actual knowledge of a casualty and the results of its dealings with the insurer.

D. Junior Mortgagee hereby waives any and all rights to: (a) require Senior Mortgagee to enforce any guaranty or any security interest or lien given by any person or entity other than Mortgagor to secure the payment of any or all of the Senior Indebtedness as a condition precedent or concurrent to taking any action against or with respect to the Property; (b) commence any proceedings (whether through the filing of an involuntary petition against Mortgagor or otherwise) under any bankruptcy, insolvency, reorganization, receivership or similar laws for arrangement of debts of Mortgagor; and/or (c) bring any action to contest the validity, legality, enforceability, perfection, priority or avoidability of any of the Senior Indebtedness, any of the loan documents evidencing or securing any of the Senior Indebtedness or any of the security interests and/or liens of Senior Mortgagee in or on any of the Property or any other collateral securing the Senior Indebtedness.

4. **Continuing Subordination.** This Agreement constitutes a continuing subordination until the Senior Indebtedness shall have been fully, finally and indefeasibly paid in cash.

5. **Effect of Waiver.** No waiver by the Senior Mortgagee of any right hereunder or under the Senior Note or the Senior Mortgage or any other agreement between the Mortgagor and the Senior Mortgagee shall affect or impair any of the other rights of the Senior Mortgagee hereunder. A waiver by the Senior Mortgagee of any right hereunder shall be limited to the specific right and specific instance and shall not waive such right to the Senior Mortgagee with respect to another or a different occurrence of the event or another event in respect of which the waiver was given.

6. **Notices.** Any notice or other communication required or permitted to be given shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied or sent by overnight courier or U.S. Mail and shall be deemed given: (a) if served in person, when served; (b) if telecopied, on the date of transmission if before 5:00 p.m. (Chicago time) on a Business Day; provided that a hard copy of such notice is also sent pursuant to clause (c) or (d) below; (c) if by overnight courier, on the first business day after delivery to the courier; or (d) if by U.S. Mail, on the third (3rd) day after deposit in the mail, postage prepaid, certified mail, return receipt requested.

If to Junior Mortgagee:

Northside Community Bank
5103 Washington Street
Gurnee, Illinois 60031
Fax No. 847/244-4855

If to Senior Mortgagee:

BankFinancial F.S.B.
1200 Internationale Parkway, Ste 101
Woodridge, Illinois 60517
Attn: Janie Garcia
Fax No. 630/972-4244

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or to either party at such other addresses as such party may designate in a written notice to the other party. "Business Day" shall mean any day when Senior Mortgagee is open for business other than Saturday, Sunday or any other day on which state banks in Chicago, Illinois are not open for business.

7. **Further Assurances.** Junior Mortgagee 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 reasonably necessary or as Senior Mortgagee may from time to time reasonably request to effect the subordination and other provisions of this Agreement.

8. **Modifications in Writing.** No amendment, modification, supplement, termination, consent or waiver of or to any provision of this Agreement nor any consent to any departure therefrom shall in any event be effective unless the same shall be in writing and signed by or on behalf of each of Junior Mortgagee and Senior Mortgagee.

9. **Miscellaneous.** This Agreement shall be interpreted and enforced in accordance with the internal laws of the State of Illinois (excluding conflicts of law rules). The invalidity or unenforceability of any provision hereof shall not affect, modify, or impair the validity and enforceability of all other provisions hereof. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their representatives, heirs, legatees, successors and assigns.

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

SENIOR MORTGAGEE:

BANKFINANCIAL F.S.B.

By: _____

Title: _____

JUNIOR MORTGAGEE:

NORTHSIDE COMMUNITY BANK

By: _____

Title: _____

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

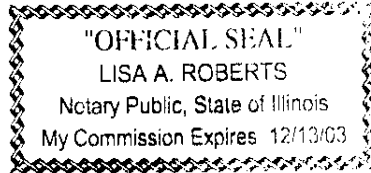
I, The undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that John S. Prans, AVP of BankFinancial F.S.B., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as such officer, as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of June, 2001.

Lisa A. Roberts
Notary Public

My Commission Expires: 12/13/03

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

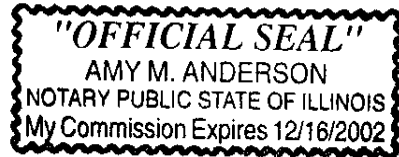


I, Amy M. Anderson, a Notary Public in and to said County, in the State aforesaid, do hereby certify that Nancy Milota, Vice president of NorthSide Community Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as such officer, as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of June, 2001.

Amy M. Anderson
Notary Public

My Commission Expires: 12-16-02



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EXHIBIT A

Legal Description

PARCEL 1:

UNIT NOS. 3952-1, 2, 3 AND 4 AND 3954-1, 2, 3 AND 4 IN 3952-54 NORTH GREENVIEW CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1 AND 2 IN RIDER'S RESUBDIVISION OF LOTS 6 AND 7 IN BLOCK 1 IN THE LAKEVIEW HIGH SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 97266635; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF P-1 THROUGH P-8, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 97266635.

Street Address: 3952-54 N. Greenview, Chicago, Illinois

P.I.N.: 14-20-100-044-1001, 14-20-100-044-1002, 14-20-100-044-1003, 14-20-100-044-1004, 14-20-100-044-1005, 14-20-100-044-1006, 14-20-100-044-1007, and 14-20-100-044-1008