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(above space for recorder's use)

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THIS INSTRUMENT PREPARED BY:

~~Old Kent Bank~~ *Fifth Third Bank*  
Commercial Loan Administration  
105 S. York Street  
Elmhurst, Illinois 60126

MAIL THIS INSTRUMENT TO:

\*\*\*\*\*

**MORTGAGE SUBORDINATION AGREEMENT**

Date as of June 1, 2001

THIS MORTGAGE SUBORDINATION AGREEMENT made and dated to be effective as of the 1st day of June, 2001 by and between

~~OLD KENT BANK~~ *Fifth Third Bank*  
a Michigan banking corporation, whose address is 105 South York Street, Elmhurst, Illinois 60126

(herein, whether one or more, and if more than one jointly and severally, for convenience referred to as the "Lender"), and

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Herman Weinberger as Trustee of the Weinberger 1991 Trust  
whose address is : 5901 S. LaGrange Road, Countryside, IL 60525

(herein, together with its successors and assigns, including each and every holder from time to time of the Note hereinafter defined, for convenience referred to as "Mortgagee")

**WITNESSETH:**

WHEREAS, Mortgagee holds a mortgage or other lien or security interest (the "Existing Mortgage") to secure an indebtedness in the original principal amount of Seven Hundred Fifty Thousand and 00/100 DOLLARS (\$750,000.00) dated December 1, 1999, made by CLH Investment Company, L.L.C., an Illinois limited liability company ("Owner"), in favor of 5800

Development Corp., recorded with the Recorder of Deeds of Cook County, Illinois on January 19, 2000, as Document Number 00045559 and assigned to Mortgagee by document number 00045560 (as same may from time to time be amended) covering the property (the "Property") located in Cook County, Illinois and legally described in Exhibit "A" attached hereto.

WHEREAS, the Owner of the Property is about to sign, in Lender's favor, a new mortgage (the "Superior Mortgage") against the Property to secure an indebtedness evidenced by a note (the "Note") made by Owner in favor of Lender in the amount of Three Million One Hundred Eighty Three Thousand Eight Hundred Forty Four and 00/100 DOLLARS (\$3,183,844.00), the proceeds of which are to be disbursed pursuant to the terms of the Note or other agreements between Owner and Lender;

WHEREAS, the Lender will not accept the Superior Mortgage unless the Existing Mortgage is subordinated to it and the Mortgagee and the Lender agree upon the priority of their respective mortgages.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

**Section 1. Subordination.** The Existing Mortgage and all security interests, liens, interests and rights in and to the Property given to Mortgagee thereby as set forth in the Existing Mortgage, if any, are and shall continue hereafter to be subject and subordinate to the lien of the Superior Mortgage and to all renewals, modifications, consolidations, replacements, and extensions thereof, to the full extent of the principal sum secured thereby, interest thereon, and costs incurred by the Lender to preserve its security or otherwise permitted to be secured by the Superior Mortgage, notwithstanding the date, manner or order of recording of such mortgages.

**Section 2. Agreements of the Mortgagee.** The Mortgagee hereby represents and warrants to, and covenants and agrees with, Lender as follows:

- (a.) The principal amount outstanding of the indebtedness secured by the Existing Mortgage does not exceed Seven Hundred Fifty Thousand and No/100--DOLLARS (\$750,000.00); and that no future advances to be secured by the Existing Mortgage or any other interest in the Property shall be made by Mortgagee to Owner without the Lender's prior written consent;
- (b.) Mortgagee is the lawful owner of the indebtedness secured by the Existing Mortgage, and has not heretofore transferred all or any portion thereof, any interest therein or any collateral or security pertaining thereto;
- (c.) The loan secured by the Existing Mortgage is paid currently as of the date hereof, and the Owner is not in default under any provision of the Existing Mortgage or any loan

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documents evidencing the indebtedness secured thereby;

- (d.) Mortgagee shall notify the Lender promptly of any default by the Owner under the terms of the Existing Mortgage or any loan documents evidencing the indebtedness secured thereby;
- (e.) Lender may, at any time and in Lender's sole discretion, modify, extend or otherwise amend the Superior Mortgage or the loan(s) secured thereby, and proceed against all or any of the Property without impairing or affecting any of Lender's rights under this Agreement; and
- (f.) This Agreement shall constitute a continuing agreement of subordination; the lien of the Superior Mortgage to which the Existing mortgage is subordinate shall include advances, interest, and costs whether heretofore paid or incurred, or to be paid or incurred in the future under the Superior Mortgage.

**Section 3. Agreements of the Lender.** The Lender hereby represents and warrants to, and covenants and agrees with, Mortgagee, as follows:

- (a.) Lender shall notify the Mortgagee of any modification, extension or amendment of the Superior Mortgage or the loan(s) secured thereby.
- (b.) Lender shall notify the Mortgagee promptly of any default by the Owner under the terms of the Superior Mortgage or any loan documents evidencing the indebtedness secured thereby.
- (c.) Any failure by Lender to provide the notices required hereby shall not affect the subordination of the Existing Mortgage to the Superior Mortgage as provided herein.

**Section 4. Notices.** Any notice, consent or other communication to be pursuant hereto shall be deemed properly delivered if delivered personally or by Federal Express or comparable "over-night" courier service (which shall be deemed received one day after the date it is sent) or by United States certified or registered mail, postage prepaid (which shall be deemed received three (3) days following the postmark date thereof), to Lender, Mortgagee, and the parties to whom copies of notices, consents or other communications are to be mailed at the addresses set forth below or to such other address as Mortgagors, Mortgagee or such other parties may direct in writing:

If to Lender:

~~Old Kent Bank~~ Fifth Third Bank  
 1023 W. 55<sup>th</sup> Street  
 Countryside, IL 60525  
 Attention: Taylor Jaeger



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If to Mortgagee: Herman Weinberger as Trustee for Weinberger 1991 Trust  
5901 S. LaGrange Road  
Countryside, IL 60525

**Section 5. Additional Documentation.** Mortgagee shall execute and deliver to Lender such further instruments and shall take such further action as Lender may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement.

**Section 6. Binding Effect.** This agreement and the covenants, conditions and promises herein contained shall inure to the benefit of the Lender and the Mortgagee, their successors and assigns, and shall be binding upon Lender and Mortgagee, their successors and assignees.

IN WITNESS WHEREOF, Mortgagee and Lender have caused this agreement to be executed by their duly authorized officers, as of the day and year first above written.

LENDER:

OLD KENT BANK, nka Fifth Third Bank  
(Chicago), a Michigan banking corporation

By: *Taylor Jaeger*  
Taylor Jaeger  
Its: Vice President

MORTGAGEE:

Herman Weinberger, as Trustee of the Weinberger  
1991 Trust  
*Herman Weinberger*  
By: Herman Weinberger, Trustee

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Taylor Jaeger, personally known to me to be an officer of ~~OLD KENT BANK~~ <sup>Fifth Third Bank</sup>, a Michigan banking corporation ("Lender"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his or her own free and voluntary act, and as the free and voluntary act of the Mortgagee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21<sup>st</sup> day of June, 2007.



Elandon M. Beck  
Notary Public

My Commission Expires April 2, 2005

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF )

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that HERMAN Weinberger, Trustee, an officer of the Weinberger 1991 TRUST ("Mortgagee"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his or her own free and voluntary act, and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21<sup>st</sup> day of June, 2007.



Elandon M. Beck  
Notary Public

My Commission Expires April 2, 2005

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## EXHIBIT A LEGAL DESCRIPTION

### PARCEL 1:

LOTS 1 AND 2 IN LAGRANGE GARDENS HOME, BEING A SUBDIVISION OF THAT PART OF THE EAST 1337.0 FEET OF THE NORTHWEST  $\frac{1}{4}$  LYING SOUTH OF THE SOUTH LINE OF THE NORTH 22 ACRES OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PIN: 18-16-112-001 (AFFECTS LOT 1 OF PARCEL 1)**  
**18-16-112-002 (AFFECTS LOT 2 OF PARCEL 1)**

### PARCEL 2:

THE EAST 1 FEET OF THE NORTHWEST  $\frac{1}{4}$  LYING SOUTH OF THE SOUTH LINE OF THE NORTH 22 ACRES OF THE SOUTHEAST  $\frac{1}{4}$  OF THE  $\frac{1}{4}$  (EXCEPT THE SOUTH 325.26 FEET THEREOF) OF SECTION 16, TOWNSHIP 38 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**PIN: 18-16-112-006 (AFFECTS THE NORTH 150 FEET OF PARCEL 2)**  
**18-16-112-006 (AFFECTS THE REMAINDER OF PARCEL 2)**

### PARCEL 3:

THE NORTH 88 FEET OF LOT 3 IN LA GRANGE GARDENS HOME, BEING A SUBDIVISION OF THAT PART OF THE EAST 1337.0 FEET OF THE NORTHWEST  $\frac{1}{4}$  LYING SOUTH OF THE SOUTH LINE OF THE NORTH 22 ACRES OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

**PIN: 18-16-112-003**

### PARCEL 4:

THE NORTH 88 FEET OF THE SOUTH 325.26 FEET OF THE EAST 180.0 FEET OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PIN: 18-16-112-008**

**ADDRESS: 5800 S. LA GRANGE RD.**  
**COUNTRYSIDE, IL**