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DEPT-01 RECORDING \$33.50
T60014 TRAN 0202 12/23/93 14:30:00
\$3850 # *-03-060362
COOK COUNTY RECORDER

03060362

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made and entered into as of the ___ day of November, 1993 between the City of Chicago by and through its Department of Planning and Development (which assumed the duties of its Department of Economic Development pursuant to an ordinance enacted by the Chicago City Council on December 11, 1991) (the "City") and The LaSalle Talman Bank FSB (the "Bank");

W I T N E S S E T H:

WHEREAS, the City is financially interested in AKAR Corporation d/b/a Fenchel Lamp Shade Company (the "Borrower"), in that the Borrower has issued to the City a promissory note dated December 19, 1989 in the original principal amount of \$100,000, which was amended by a certain First Amendment to Loan and Security Agreement and to Promissory Note dated June 15, 1993, which is secured by, among other things, that certain Junior Mortgage, Assignment of Rents and Security Agreement made by the Steven S. Rogers and Michele Y. Rogers (collectively the "Mortgagors") in favor of the City on December 19, 1989 and amended by that certain First Amendment to Junior Mortgage, Assignment of Rents and Security Agreement, dated as of June 15, 1993 (the "Junior Mortgage");

WHEREAS, the Junior Mortgage secures the real estate described on Exhibit A attached hereto (the "Collateral");

WHEREAS, the Mortgagors are about to become indebted to the Bank in connection with advances of monies and other financial arrangements by the Bank to the Mortgagors;

WHEREAS, such advance of monies is evidenced by a note in the original principal amount of \$290,000 (the "Note"), dated as of November __, 1993, between the Mortgagors and the Bank;

WHEREAS, the Mortgagors' indebtedness under the Note will also be secured by a mortgage dated as of November __, 1993 from the Mortgagors to the Bank on the Collateral (the "Senior Mortgage"); and

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the City and the Bank agree as hereinafter set forth:

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(REVERSED)

PROPERTY OF COOK COUNTY CLERK'S OFFICE

The undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears in the files of the undersigned, and that the same is a true and correct copy of the original as the same appears in the files of the undersigned.

Property of Cook County Clerk's Office

Witness my hand and the seal of the undersigned at Chicago, Illinois, this _____ day of _____, 19____.

Notary Public in and for the State of Illinois

My commission expires on _____ day of _____, 19____.

Notary Public in and for the State of Illinois

My commission expires on _____ day of _____, 19____.

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[Handwritten signature]

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1. Subordination. All right, interest and claim of the City in the Collateral pursuant to the Junior Mortgage is and shall be subject and subordinate to the right, interest and claim of the Bank thereto pursuant to the Senior Mortgage.

2. Maximum Subordinated Debt. The maximum amount of debt owing by the Mortgagors to the Bank which shall be considered senior debt ("Senior Debt") hereunder shall be Two Hundred Ninety Thousand Dollars (\$290,000) plus interest thereon, or the outstanding balance of principal and interest due on the Note, whichever is less. Any amounts advanced by the Bank to the Borrower under the Note in excess of Two Hundred Ninety Thousand Dollars (\$290,000) (plus interest due thereon) shall be subordinate to the subordinated debt of the City in all respects. Notwithstanding the foregoing, no such advance shall be made without the City's prior written consent.

3. Additional Agreements Between the Mortgagors and the Bank. The Bank may not without receipt of the City's prior written consent, enter into such agreement or agreements with the Mortgagors extending the time of payment of or renewing or otherwise altering the terms of the Note, the Senior Mortgage or any other agreements entered into between the Mortgagors and the Bank relating to the Senior Debt or any guaranty underlying any or all of the Senior Debt.

4. Notice of Default. The City shall endeavor to give to the Bank, and the Bank shall endeavor to give to the City, written notice of any material default known to such lender pursuant to the Senior Mortgage or the Junior Mortgage, respectively.

5. Waivers. No waiver shall be deemed to be made by the Bank or the City of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Bank or the City in any other respect at any other time.

6. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decision of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the Bank and the City.

7. Section Titles: Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

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8. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If to the Bank: The LaSalle Talman Bank FSB
LaSalle Talman Mortgage Company
5501 South Kedzie
Chicago, Illinois 60629-9987

If to the City: City of Chicago Department of Planning
and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

With a copy to: City of Chicago Department of Law
121 North LaSalle Street, Room 511
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

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IN SENATE, January 11, 1906. (S. 1000) REPORT OF THE COMMISSIONERS OF THE LAND OFFICE.

THE LAND OFFICE HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT OF THE FOLLOWING:

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IN WITNESS WHEREOF, this Subordination Agreement has been signed as of the date first written above.

CITY OF CHICAGO

By *Valerie B. Jarrett*
Valerie B. Jarrett,
Commissioner, Department
of Planning and Development

THE LASALLE TALMAN BANK FSB

By: *Don*
Its: VICE PRESIDENT

Accepted and agreed to this
26th day of November, 1995

Steven S. Rogers
Steven S. Rogers

Michela Y. Rogers
Michela Y. Rogers

MAIL TO →

This document prepared by and
after recording return to:
Angela T. Vosnos
Assistant Corporation Counsel
City of Chicago
121 North LaSalle Street, Room 511
Chicago, IL 60602

ATV-2/AKAR/SUB.AG

03060362

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 20__.

CLERK OF COOK COUNTY
J. J. [Signature]
[Address]
[City, State, Zip]

THE PUBLIC CLERK
[Address]
[City, State, Zip]

Witness my hand and the seal of this County at Chicago, Illinois, this _____ day of _____, 20__.

[Signature]
[Name]
[Title]

Property of Cook County Clerk's Office

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COOK COUNTY, ILLINOIS

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030506

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

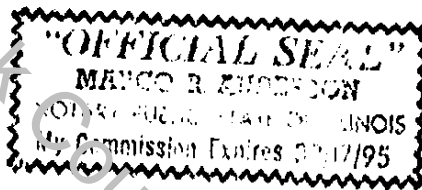
I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify that Dennis Cloud, personally known to me to be the Vice President of The LaSalle Talman Bank FSB (the "Bank") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument, pursuant to authority duly given by the Board of Directors of the Bank as his/her 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 26th day of November, 1993.

Margot Anderson
Notary Public

My commission expires:

9-17-95



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COMMISSIONER OF REVENUE

OFFICE

STATE HOUSE

Very respectfully,
I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the matter mentioned therein, and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

I am, Sir, very respectfully,
Your obedient servant,
[Signature]

Very respectfully,
[Signature]

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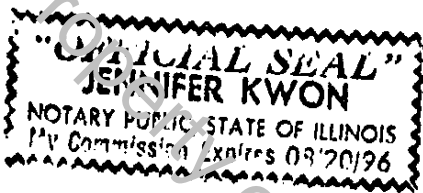
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03050102

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 Michele Y. Rogers, personally known to me to be the same person whose name is subscribed to the foregoing instrument, delivered such instrument, delivered such instrument as her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of November, 1993.



Jennifer Kwon
Notary Public

My commission expires:

8/20/96

Of Cook County Clerk's Office

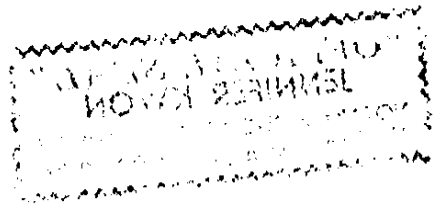
03060362

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RECEIVED BY STATE
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EXHIBIT A

LOT 3 (EXCEPT THE EAST 60 FEET THEREOF) IN THE RESUBDIVISION OF LOTS 12 TO 20 IN BLOCK 3 IN THE VILLAGE OF EVANSTON IN THE NORTH EAST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2027 Orrington Avenue
Evanston, Illinois 60201

Permanent Real Estate Index Number: 11-18-201-001-0000

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A 11/16/2011

THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS APPROVED THE
RESOLUTION OF THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, TO
APPROVE THE PROPOSED BUDGET FOR THE FISCAL YEAR 2012.

APPROVED AND ADOPTED: _____
CLERK OF COOK COUNTY

WITNESSED MY HAND AND SEAL OF OFFICE THIS 16TH DAY OF NOVEMBER, 2011.

Property of Cook County Clerk's Office

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