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## REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

This Real Estate Mortgage Subordination Agreement (the "Agreement") is made and entered into by and among MOTA GROUP, LLC ("Mota") and L&N REAL ESTATE DEVELOPMENT, LLC ("L&N") and INTEGRITY 901, LLC ("INTEGRITY") as of the date set forth on the last page of this Agreement.

WHEREAS, INTEGRITY has provided financing to L&N pursuant to a certain Credit and Security Agreement and a certain Note (the "INTEGRITY Note") each dated as of \_\_\_\_\_, 2003 (collectively, the "Loan Documents") and has secured L&N's obligations to INTEGRITY by, among other things, a Mortgage and Security encumbering the Property described below (collectively "INTEGRITY's Mortgage").

WHEREAS, Mota has extended certain financial accommodations to L&N pursuant to that certain Amended and Restated Promissory Note dated August 27, 2003 (the "Mota Note"), secured by that certain Amended and Restated Mortgage, Security Agreement and Fixture Filing encumbering the Property described below ("Mota's Mortgage" or "Mota's Claim") and recorded in the office of the Cook County Recorder as Document No. 0324105033 on August 28, 2003.

To induce INTEGRITY to extend credit and other financial accommodations to L&N now and hereafter, and for other good and valuable consideration, INTEGRITY has required Mota to irrevocably and unconditionally subordinate to INTEGRITY in the manner and to the extent described in this Agreement, Mota's Mortgage as provided for herein

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mota, INTEGRITY and L&N agree as follows:

1. Definitions.

(a) "Property" shall mean the real estate described in Exhibit A hereto, plus all improvements thereon now or hereafter existing, all easements, permits, licenses, rights of way and the like related to the real estate improvements thereon, all leases and subleases of the real estate or the improvements used herein: thereon all rents, eminent domain, condemnation and other payments respecting the real estate or improvements, all fixtures and other property located on the real estate (including all property described in INTEGRITY's Mortgage), and all general intangibles and proceeds related to any of the foregoing (including insurance proceeds);

(b) "Obligations" shall include any and all of L&N's obligations to INTEGRITY and INTEGRITY's Mortgage and all extensions, renewals and amendments thereof through the stated maturity date of April 5, 2004 and costs of



Doc#: 0335332076  
Eugene "Gene" Moore Fee: \$44.50  
Cook County Recorder of Deeds  
Date: 12/19/2009 01:13 PM Pg: 1 of 11

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2. Subordination by Mota. Subject to Section 12 hereof, Mota hereby unconditionally and irrevocably subordinates Mota's Mortgage to INTEGRITY's mortgage, security interest, assignment, rights and interests in the Property provided for in the Loan Documents and INTEGRITY's Mortgage ("**INTEGRITY's Claim**"). Mota agrees that INTEGRITY's Claim in and to the Property are superior to those of Mota notwithstanding the date, manner or order of perfection of INTEGRITY's Claim or Mota's Claim in the Property, INTEGRITY's failure to perfect or maintain INTEGRITY's Claim against the Property, any challenges to the validity, enforceability, perfection, vesting, status or priority of INTEGRITY's Claim in the Property or the Obligations from any third party (including L&N), the amount of the Obligations, or any provisions of any other agreements between Mota and INTEGRITY regarding L&N or the Property to the contrary.

3. Order of Proceeding; Modification of Obligations/Application of Payments. INTEGRITY may at any time, and in its sole discretion, proceed against any or all of the collateral securing the Obligations (including the Property) in whatever order INTEGRITY shall determine; modify, supplement or waive the provisions of the Loan Documents and INTEGRITY's Mortgage in any manner; and apply payments and/or proceeds received from L&N, the Property or any other source to the Obligations in any order; in each case, without notice to, or the consent or objection of Mota, and without impairing or affecting any of INTEGRITY's rights under this Agreement or in the Property or Mota's obligations to INTEGRITY hereunder.

4. Payment of Proceeds. To the extent received by Mota, and except for payments made pursuant to the Mota Note, (a) all claims, awards and payments made as a result of the exercise of the right of eminent domain against the Property, (b) all rents, income or profits of the Property, (c) all proceeds from insurance on the Property, (d) all net proceeds arising from any disposition or transfer of the Property, any foreclosure against the Property or a deed given in lieu of foreclosure of the Property and (e) all other payments made respecting the Property (collectively, "**Payments**"), shall, as between Mota and INTEGRITY, be paid directly to INTEGRITY notwithstanding terms and conditions to the contrary contained in Mota's Mortgage or otherwise, until the Obligations to INTEGRITY are paid in full or INTEGRITY otherwise permits in writing. If any Payments are received by Mota before the Obligations are paid in full, Mota shall hold such payments in trust for INTEGRITY and deliver the Payments to INTEGRITY for application to the Obligations, endorsed or assigned, if necessary to effect transfer to INTEGRITY. Payments made or received after payment in full of INTEGRITY's Obligations shall be paid, distributed or otherwise dealt with as though this Agreement did not exist.

5. Release of Mortgage. In the event INTEGRITY has agreed to release all or part of INTEGRITY's Claim on the Property incident to a sale or refinancing of the Property by L&N, Mota unconditionally agrees to release Mota's Claim to such Property and all other claims against the Property upon written request of INTEGRITY provided the net sales proceeds from disposition of the Property, after application to INTEGRITY's Obligations, are sufficient to pay the amounts secured by Mota's Mortgage.

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6. Intentionally Deleted.

7. Default. At any time either Mota or INTEGRITY fails to comply with any provision of this Agreement, the other party may demand specific performance of this Agreement, whether or not L&N has complied with this Agreement, and exercise any other remedy available at law or equity.

8. Protective Advances. If L&N fails to perform any of L&N's duties set forth in INTEGRITY's Loan Documents and if INTEGRITY pays any real estate taxes, insurance premiums at commercially reasonable rates, or such other amounts with respect thereto as may be reasonably necessary and which protect both INTEGRITY'S Claim and the lien of Mota's Mortgage, and where such other amounts have been approved by Mota, which approval is not to be unreasonably withheld, ("**Protective Advances**"), such amounts shall be added to the Obligations.

9. Entire Agreement; Waiver; Successors and Assigns. This Agreement contains the entire agreement of the parties. Any failure by INTEGRITY to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same, and such rights shall be cumulative and not exclusive. Knowledge by INTEGRITY of any breach or other nonobservance by Mota of the terms of this Agreement will not constitute a waiver thereof or of any obligations to be performed by Mota hereunder. This Agreement will be binding upon Mota and its successors and assigns.

10. Applicable Law and Jurisdiction; Interpretation and Modification. This Agreement will be governed by and interpreted in accordance with the laws of the state in which the Property is located. Invalidity of any provision of this Agreement will not affect the validity of any other provision. The provisions will not be altered, amended or waived without the express written consent of INTEGRITY. **THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN THE COUNTY OR FEDERAL JURISDICTION IN WHICH THE PROPERTY IS LOCATED, AND WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS RELATING TO THIS AGREEMENT, THE PROPERTY OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT AND/OR INTERPRETATION OF ANY OF THE FOREGOING.** Nothing herein shall affect INTEGRITY's rights to serve process in any manner permitted by law, or limit INTEGRITY's right to bring proceedings against Mota in the competent courts of any other jurisdiction or jurisdictions. This Agreement and any amendments hereto (regardless of when executed) will be deemed effective and accepted only upon INTEGRITY's receipt of the executed originals thereof.

11. Waiver of Jury Trial. **THE PARTIES HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, THE OBLIGATIONS HEREUNDER OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED**

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**HERETO. THE PARTIES EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.**

12. Limitation on Subordination. With the exception of Protective Advances, Mota's Mortgage shall only be subordinate to INTEGRITY'S Claim to the extent of \$385,000, and shall not be subordinate to, and the provisions of this Agreement shall not apply to, any increase in the original principal amount of INTEGRITY'S Note, any late fees, penalties or default interest imposed thereunder or any interest after the stated maturity date of April 5, 2004 that would cause INTEGRITY'S Claim to exceed \$385,000, unless and until Mota has entered into either a separate subordination agreement or an amendment to this Agreement to such effect, which Mota may do in Mota's sole discretion.

13. Defaults. INTEGRITY hereby agrees that it shall provide notice to Mota of any default by L&N under the terms of the Loan Documents (a "**Default Notice**"). Provided Mota delivers notice to INTEGRITY of its intention to cure such default, and in addition to any rights to cure which L&N shall have under the Loan Documents, Mota shall have an additional thirty (30) days after receipt of such notice in which to cure the default, or if such default cannot be cured within that time, then Mota shall have such additional time as may be reasonably necessary to cure such default provided, if within such thirty (30) days and at all times thereafter, Mota has commenced and is diligently pursuing the remedies necessary to cure such default.

14. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be personally delivered, sent by Federal Express or other overnight courier service, or mailed by first class, registered or certified mail, return receipt requested, postage prepaid. All such notices, demands or requests shall be deemed to have been properly given or served by delivering or sending the same in accordance herewith, addressed to the parties hereto at their respective addresses listed below:

Notices to INTEGRITY:

INTEGRITY 901, LLC  
Attn: Kirk A. Guinn, Esq.  
1819 E. Southern Ave.  
Suite D-10  
Mesa, Arizona 85204  
Phone: 480-324-8284  
Fax: 480-497-4816

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Notices to Mota:

Mota Group, LLC  
3100 West Belmont  
Chicago, Illinois 60618  
Attn: Ray Mota

with a copy to the following:

McGuire Woods LLP  
Suite 4400  
77 West Wacker Drive  
Chicago, Illinois 60601  
Attn: Paul E. Fisher, Esq.

If notices, demands or requests are sent by registered or certified mail, said notices, demands or requests shall be effective upon being deposited in the United States mail. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of receipt on the return receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of notice, demand or request sent. Notices may also be served by personal service upon any officer, director or partner of INTEGRITY, Mota or L&N, as applicable, or in the case of delivery by Federal Express or other overnight courier service, notices shall be effective upon acceptance of delivery by an employee, officer, director or partner of INTEGRITY, Mota or L&N, as applicable.

Dated as of this \_\_\_ day of \_\_\_\_\_, 2003.

**INTEGRITY:**

**INTEGRITY 901, LLC**

By: 

DWAYNE H. SLADE, its MEMBER

**MOTA:**

**MOTA GROUP, LLC**

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

\_\_\_\_\_, its \_\_\_\_\_

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Notices to Mota:

Mota Group, LLC  
3100 West Belmont  
Chicago, Illinois 60618  
Attn: Ray Mota

with a copy to the following:

McGuire Woods LLP  
Suite 4400  
77 West Wacker Drive  
Chicago, Illinois 60601  
Attn: Paul E. Fisher, Esq.

If notices, demands or requests are sent by registered or certified mail, said notices, demands or requests shall be effective upon being deposited in the United States mail. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of receipt on the return receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of notice, demand or request sent. Notices may also be served by personal service upon any officer, director or partner of INTEGRITY, Mota or L&N, as applicable, or in the case of delivery by Federal Express or other overnight courier service, notices shall be effective upon acceptance of delivery by an employee, officer, director or partner of INTEGRITY, Mota or L&N as applicable.

Dated as of this \_\_\_ day of \_\_\_\_\_, 2007.

**INTEGRITY:**

**INTEGRITY 901, LLC**

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

**MOTA:**

**MOTA GROUP, LLC**

By: Ray Mota  
Ray Mota, its Manager



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## L&N'S CONSENT

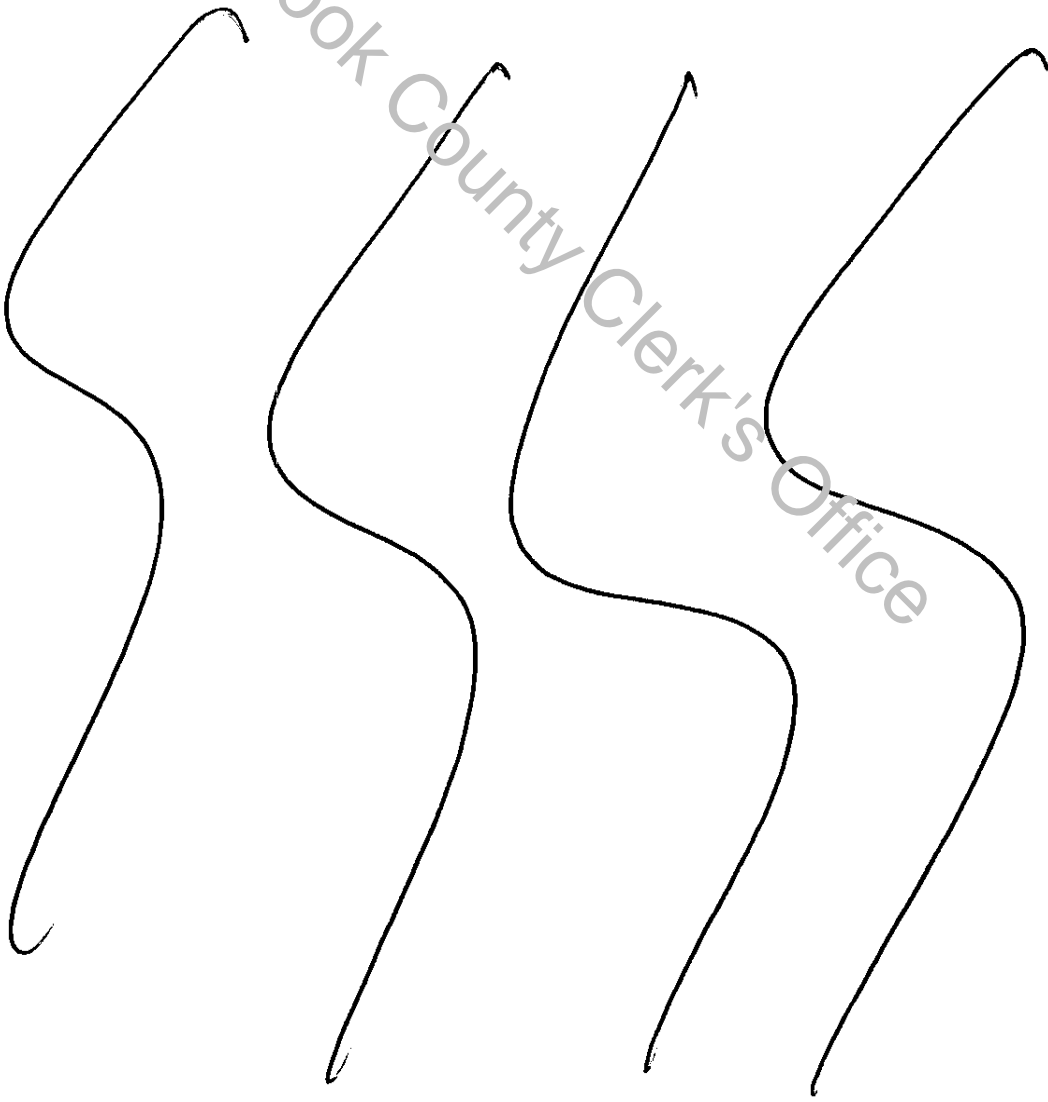
The undersigned hereby consents to the foregoing and agrees not to dispute, contest or otherwise seek to modify the terms of the above described Agreement between INTEGRITY and Mota, and releases INTEGRITY and Mota from any liability, objection, claim or defense based on INTEGRITY's or Mota's actions in complying with the terms of this Agreement.

**L&N REAL ESTATE DEVELOPMENT,  
LLC**

By: Val Nichols  
Val Nichols, a Manager

By: Ekeh Lewis  
Ekeh Lewis, a Manager

Property of Cook County Clerk's Office

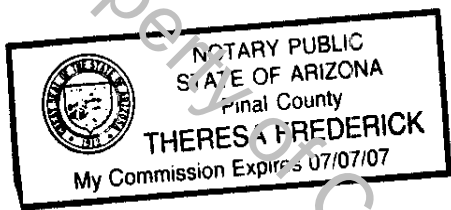


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## ACKNOWLEDGMENT

STATE OF ARIZONA )  
 ) SS.  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on December 5, 2003, by  
DUANE H. SLIDE as MANAGER of INTEGRITY 901, LLC.



Theresa Frederick  
Notary Public, State of Arizona  
My Commission Expires: July 7, 2007

## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF )

This instrument was acknowledged before me on \_\_\_\_\_, 2003, by  
\_\_\_\_\_ as Manager of Mota Group, LLC.

\_\_\_\_\_  
Notary Public, State of Illinois  
My Commission Expires: \_\_\_\_\_



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## ACKNOWLEDGMENT

STATE OF )  
 ) SS.  
COUNTY OF )

This instrument was acknowledged before me on \_\_\_\_\_, 2003, by  
\_\_\_\_\_ as \_\_\_\_\_ of INTEGRITY 901, LLC.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

This instrument was acknowledged before me on December 8<sup>th</sup>, 2003, by  
Ray Mota as Manager of Mota Group, LLC.

Melissa Posten  
\_\_\_\_\_  
Notary Public, State of Illinois  
My Commission Expires: 7-26-2006

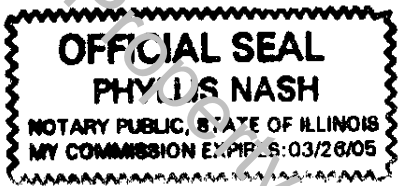


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## ACKNOWLEDGMENT

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF Cook        )

This instrument was acknowledged before me on December 03, 2003, by Ekeh Lewis, as a Manager of L&N Real Estate Development, LLC.

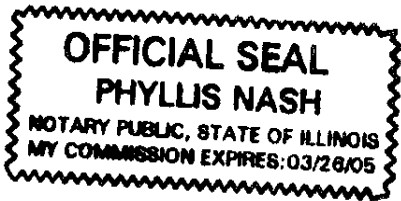


Phyllis Nash  
Notary Public, State of Illinois  
My Commission Expires: 03/26/05

## ACKNOWLEDGMENT

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF                )

This instrument was acknowledged before me on December 03, 2003, by Val Nichols, as a Manager of L&N Real Estate Development, LLC.



Phyllis Nash  
Notary Public, State of IL.  
My Commission Expires: 03/26/05

This instrument was drafted by and after recording should be returned to:

Jordan N. Uditsky, Esq.  
Michael Best & Friedrich LLP  
401 North Michigan Avenue-Suite 1900  
Chicago, IL 60611

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## EXHIBIT A

### Legal Description of Property

Parcel 1:

The Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  (except the West 150 feet) of Section 12, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The North  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 12, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (excluding the East 294.00 feet thereof but including the North 128.00 feet of said East 294.00 foot strip), in Cook County, Illinois.

