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Prepared by and
after recordation mail to:

Eric J. Rietz, Esq.
Vedder, Price, Kaufman & Kammholz
222 North LaSalle Street, Suite 2600
Chicago, Illinois 60601



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Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
Date: 04/05/2004 12:12 PM Pg: 1 of 9

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(Space Above Line For Recorder's Use)

MORTGAGE SUBORDINATION AGREEMENT

THIS MORTGAGE SUBORDINATION AGREEMENT ("Agreement") is made as of this 23rd day of March, 2004, by and among Metzler/Hull Development Corp., an Illinois corporation ("Contractor"), Vision AHC, L.L.C., an Illinois limited liability company ("Subordinated Lender"), and 2026 N Mohawk L.L.C., an Illinois limited liability company (the "Owner").

Street

WITNESSETH:

WHEREAS, Contractor and Owner have entered into a Construction Agreement, dated as of the date hereof (as from time to time modified, extended, renewed, or restated, the "Construction Agreement"), whereby Contractor has agreed to construct a single-family residence (the "Residence") for Owner on the real property commonly known as 2028-2030 North Mohawk Street, Chicago, IL 60614 legally described on Exhibits A-1 and A-2 attached hereto (the "Property");

WHEREAS, Owner has incurred certain indebtedness and payment obligations to Subordinated Lender (the "Subordinated Debt"), as more fully described in that certain mortgage dated as of September 24, 2003 and recorded on October 2, 2003 in the Cook County Recorder's Office as Document No. 0327501122 (the "Mortgage") (the Mortgage and all other documents or instruments evidencing or securing the Subordinated Debt, as from time to time modified, extended, renewed or restated, are collectively the "Subordinated Documents");

WHEREAS, Subordinated Lender shall benefit from the execution and delivery of the Construction Agreement and the construction by Contractor of the Residence on the Property and, as a condition of the Contractor entering into the Construction Agreement, the parties hereto are required to enter into this Agreement to establish the priority of the payment of Owner's debt; and

WHEREAS, Subordinated Lender and Owner desire to enter into this Agreement in order to induce Contractor to enter into the Construction Agreement with Owner and to construct the Residence on the Property.

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J

Box 400-CTCC

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NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Priority of Liens. Notwithstanding the date, time, manner or order of recordation or perfection of the Mortgage or Contractor's mechanic's lien claims and/or mechanic's liens on the Property, and notwithstanding the usual application of the priority provisions of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 *et. seq.*, the Illinois Mechanic's Lien Act, 770 ILCS 60/1 *et. seq.*, or the Illinois Uniform Commercial Code, 810 ILCS 5/1 *et. seq.*, or any other law applicable to determining the relative priority of the Mortgage and Contractor's claims for mechanic's liens and/or mechanic's liens, as each of the foregoing is now or hereafter in effect in Illinois, the mechanic's lien claims and/or mechanic's liens of Contractor shall be a first, senior and prior lien on the Property, superior to the Mortgage and the other Subordinated Documents.

2. Subordination of Debt. Subordinated Lender hereby subordinates any and all claims now or hereafter owing to them by Owner relating to the Subordinated Debt to any and all claims now or hereafter owing to the Contractor pursuant to the Construction Agreement in accordance with the terms of this Agreement.

3. Perfection and Release of Liens. Subordinated Lender hereby agrees to execute and deliver such documents and do such acts as may be necessary in order for Contractor to establish and maintain the priority of its mechanic's lien claims and/or mechanic's liens as provided in this Agreement.

4. Immediate Effect. This Agreement shall be effective immediately upon its execution by each of the parties hereto, and there are no conditions precedent or subsequent to the effectiveness of this Agreement.

5. Successors and Assigns; Continuing Effect, Etc. This Agreement is being entered into for the benefit of, and shall be binding upon, Contractor, Subordinated Lender, Owner and their respective heirs, executors, personal representatives, successors and assigns, as applicable. Any assignee or transferee shall execute and deliver to the other parties hereto an agreement pursuant to which they become parties hereto as fully as if they were signatories hereto and providing for the effectiveness of this Agreement as to such transferee or assignee and other parties, and the lien and debt priority of such party shall be that of his assignor or transferor. This Agreement shall be a continuing agreement, shall be irrevocable and shall remain in full force and effect so long as any amount is due and owing to Contractor pursuant to the Construction Agreement.

6. Notices. Any notices that may be given hereunder shall be deemed given if in writing and if delivered personally, or if mailed, postage prepaid, by United States registered or certified mail, return receipt requested, or if delivered by a national overnight courier, addressed:

in the case of Owner to:

2026 North Mohawk^{Street} L.L.C.
189 E. Lakeshore Drive, #18
Chicago, IL 60611

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with a copy to: Robert Canvasser
23629 Liberty Street, Suite 104
Farmington, MI 48335

in the case of Subordinated Lender to: Vision AHC, L.L.C.
23629 Liberty Street, Suite 104
Farmington, MI 48335

in the case of Contractor to: Metzler/Hull Development Corporation
1103 West Webster Street
Chicago, Illinois 60614
Attn: Jay Metzler

with a copy to: Vedder, Price, Kaufman & Kammholz
Suite 2600
222 North LaSalle Street
Chicago, Illinois 60601
Attn: Karen P. Layng, Esq.

or to such other address or addresses as the party to be given notice may have furnished in writing to the party seeking or desiring to give notice, as a place for the giving of notice, provided that no change in address shall be effective until seven (7) days after being given to the other party in the manner provided for above. Any notice given in accordance with the foregoing shall be deemed given when delivered personally or, if mailed, three (3) business days after it shall have been deposited in the United States mail as aforesaid or, if sent by overnight courier, the business day following the date of delivery to such courier. Nothing in this notice provision shall be construed as a requirement that Contractor give any notice under this Agreement.

7. Amendments; Modifications. This Agreement may not be modified, altered or amended except by an agreement in writing executed by all of the parties hereto.

8. Amendment of Agreements. Subordinated Lender and Owner agree to forbear from modifying, altering or amending any payment amount or payment term of the indebtedness secured by the Mortgage or any other document, instrument or agreement evidencing or securing the Subordinated Debt without the prior written consent of Contractor.

9. Cost and Expenses of Enforcement. Subordinated Lender agrees to pay all costs, legal expenses and attorneys' and paralegals' fees of every kind, paid or incurred by Contractor in enforcing its rights under this Agreement, including, but not limited to, litigation instituted in a State or Federal Court, as hereinafter provided (including proceedings under the United States Bankruptcy Code).

10. EXCLUSIVE FORUM. TO INDUCE CONTRACTOR TO AFFORD FINANCIAL ACCOMMODATIONS TO OWNER, SUBORDINATED LENDER IRREVOCABLY AGREES THAT ALL ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OR IN CONSEQUENCE OF THIS AGREEMENT SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING SITUS IN THE CITY OF CHICAGO, ILLINOIS, AND SUBORDINATED LENDER HEREBY CONSENTS TO THE EXCLUSIVE

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JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED AND HAVING ITS SITUS IN SAID CITY AND STATE. SUBORDINATED LENDER HEREBY WAIVES ANY OBJECTION BASED ON FORUM NONCONVENIENS, AND SUBORDINATED LENDER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS, AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO SUBORDINATED LENDER AT THE ADDRESS SET FORTH HEREIN IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT, OR OTHERWISE.

11. WAIVER OF JURY TRIAL. SUBORDINATED LENDER, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES IRREVOCABLY, THE RIGHT EITHER OR ANY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH CONTRACTOR AND SUBORDINATED LENDER IS AN ADVERSE PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CONTRACTOR ENTERING INTO THE CONSTRUCTION AGREEMENT WITH OWNER.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

13. Severability. In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

15. Owner's Acknowledgment. Owner hereby consents to this Agreement, agrees to abide by the terms hereof, agrees to make no payments or distributions contrary to the terms and provisions hereof and to do every act and thing necessary to carry out such terms and provisions.

* * *

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Mortgage Subordination Agreement Signature Page

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

SUBORDINATED LENDER:

VISION AHC, L.L.C., an Illinois limited liability company

By: [Signature]
Name Printed: ROBERT LANVASSER
Its: MANAGER

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, David W Silver, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Lanvasser, the Manager of VISION AHC, L.L.C., an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument and as such, he and appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth therein.

GIVEN under my hand and Notarial Seal, this 25th day of March, 2007.

[SEAL]

[Signature]
Notary Public

My commission expires: _____



Property of [Watermark]

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Mortgage Subordination Agreement Signature Page

OWNER:

2026 NORTH MOHAWK, L.L.C., an Illinois limited liability company
Street

By: [Signature]
Name Printed: ROBERT CANASSER
Title: MANAGER

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, David W Silver, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Canasser, the Manager of 2026 NORTH MOHAWK, L.L.C., an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument and as such, he and appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth therein.

GIVEN under my hand and Notarial Seal, this 25th day of March, 2007.

[SEAL]

[Signature]
Notary Public



My commission expires: _____

Proprietor's Office
County Clerk's Office

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Mortgage Subordination Agreement Signature Page

CONTRACTOR:

METZLER/HULL DEVELOPMENT CORPORATION, an Illinois corporation

By: [Signature]
 Name Printed: Jay M Metzler
 Title: President

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

ss.

I, Andy Dominowski, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAY METZLER, the PRESIDENT of METZLER/HULL DEVELOPMENT CORPORATION, an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument and as such, _____ and appeared before me this day in person and acknowledged that HE signed and delivered said instrument as HIS own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth therein.

GIVEN under my hand and Notarial Seal, this 25th day of MARCH, ~~2007~~ 2007.

[SEAL]

[Signature]
 Notary Public

My commission expires:



Property of Cook County Clerk's Office

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**EXHIBIT A-1 - LEGAL DESCRIPTION
2028 NORTH MOHAWK STREET, CHICAGO, ILLINOIS 60614**

LOT 13 IN BLOCK 2 IN MICHAEL REICH'S RESUBDIVISION OF BLOCK 28 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBER: 14-33-129-023-0000

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METZLER / HULL

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**EXHIBIT A-2 - LEGAL DESCRIPTION
2030 NORTH MOHAWK STREET, CHICAGO, ILLINOIS 60614**

LOT 12 IN BLOCK 2 IN MICHAEL REICH'S RESUBDIVISION OF BLOCK 28 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBER: 14-33-129-022-0000

Property of Cook County Clerk's Office