8 of 12-990032608/544/// Ticor Prepared By and After Recording Return To:

Jeffery C. Dack Sidley Austin Brown & Wood LLP Bank One Plaza 10 S. Dearborn Street Chicago, Illinois 60603



Doc#: 0415440127 Eugene "Gene" Moore Fee: \$38.00 Cook County Recorder of Deeds Date: 06/02/2004 12:01 PM Pg: 1 of 8

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT ("Agreement") is made as of May ______, 2004 by and between WEST ROOSEVELT ROAD CORPORATION, a(n) Illinois Corporation ("Subordinated Lender") and Illinois Facilities Fund, an Illinois not for profit corporation ("First Lender").

WITNLS: ETH:

WHEREAS, First Lender shall make a loan ("Loan") to One Way Apostolic Church of God, an Illinois not for profit corporation ("Bo rower"), in the principal amount of EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$850,000.00), which Loan shall be evidenced by that certain Promissory Note dated May 1, 2004, from Borrower to First Lender (the "Note") and secured by, among other things, that certain Mortgage, Security Agreement and Fixture Filing dated of even date therewith, from Eorrower as mortgagor in favor of First Lender (as amended, modified, restated or supplemented from time to time, the "Mortgage"), on real estate described on Exhibit A attached hereto and neighby made a part hereof (the "Property"), which Mortgage shall be recorded in the Cook County Recorder's Office immediately prior to the recordation of this Agreement. The Note, Mortgage and may other documents and instruments delivered by Borrower in connection therewith (as the same may be amended, restated or otherwise modified from time to time) are hereinafter sometimes collectively referred to as the "First Loan Documents";

WHEREAS, Subordinated Lender shall make a loan ("Subordinated Loan") to Borrower in the principal amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00), which Subordinated Loan is evidenced by that certain Promissory Note dated May 11, 2004 (the "Subordinated Note") and secured by that certain Mortgage on the Property, dated of even date therewith, from Borrower in favor of Subordinated Lender (as amended, modified, restated or supplemented from time to time, the "Subordinated Mortgage"), which Subordinated Mortgage shall be recorded in the Cook County Recorder's Office. The Subordinated Note, Subordinated Mortgage and any other documents and instruments delivered by Borrower in connection therewith (as the same may be amended, restated or otherwise



modified from time to time) are hereinafter sometimes collectively referred to as the "Subordinated Loan Documents";

WHEREAS, Subordinated Lender has agreed that the lien of the Subordinated Loan Documents and its right to payment in connection therewith is and shall be subordinated to the lien of the First Loan Documents and First Lender's rights thereunder;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto hereby agree as follow:

- Subordination of Subordinated Loan Documents. Notwithstanding the date, manner or order of grant, attachment, recordation or perfection, the Subordinated Loan Documents and the liens, obligations and right to payment created thereunder are, and at all times shall be, junior, subject and subordinate to the First Loan Documents, the liens and obligations created thereunder, and First Lender's rights to payment thereunder.
- 2. <u>No Demand</u>. From and after Subordinated Lender's receipt of notice from First Lender that a default under the First Loan Documents has occurred, Subordinated Lender will not demand, receive or accept and Dorrower will not make any payment (whether for principal, interest or other sums) with respect to the Subordinated Loan. Notwithstanding the foregoing, First Lender's failure to give, or delay in giving any such notice shall not affect the subordination of the Subordinated Loan hereunder.

In the event Subordinated Lender shall receive any payment on the Subordinated Loan which Subordinated Lender is not entitled to receive or retain under the terms of this Agreement, Subordinated Lender will hold the amount so received in the trust for First Lender and shall immediately deliver such payment to First Lender in the form received (except Subordinated Lender shall endorse the form of payment where necessary) for application to the Loan.

- 3. Subordination of Remedies. Subordinated Lender shall not exercise any remedies or enforcement rights, including acceleration or foreclosure (or acceptance of deed-in-lieu thereof), under the Subordinated Loan Documents or in respect of the Subordinated Loan, commence or join in any action, claim, litigation or proceeding against Borrower to recover all or any part of the Subordinated Loan or amounts owing under any Subordinated Loan Document, or commence or join with any creditor in bringing any proceedings against Borrower under any bankruptcy, reorganization, readjustment of debt, arrangement of debt, receivership, liquidation or insolvency law or statute of the federal or any state government, unless and until First Lender has consented to such action in writing (which consent may be withheld in First Lender's sole and absolute discretion) or the Loan has been paid in full in cash and the preference period with respect to such payment under federal and applicable state bankruptcy, insolvency or other law affecting creditors' rights generally has expired.
- 4. <u>First Loan Documents Govern</u>. Subordinated Lender agrees that all the provisions in the First Loan Documents, including, without limitation, those with respect to a

casualty or condemnation of the Property, and the appointment of a receiver, shall govern in the event of a conflict with similar provisions contained in the Subordinated Loan Documents.

- 5. No Modification of Subordinated Loan Documents without Consent. Subordinated Lender agrees that the Subordinated Loan Documents shall not be modified, amended or extended without the prior written consent of First Lender, which consent may be withheld in its sole and absolute discretion.
- 6. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- 7. Modification, Waiver. No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge or change is sought. No provision hereof shall be modified or limited by course of conduct or usage of trade except by a written agreement executed pursuant hereto.
- 8. <u>Severability</u>. In the event that any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall not be in any way affected, prejudiced or disturbed thereby.
- 9. <u>Counterparts</u>. This Agreement and all acknowledgments and consents hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.
- 10. <u>Due Authorization</u>. The persons executing this Agreement on behalf of a party hereto represent and warrant to the other party that he or she has been duly authorized by such party to so execute this Agreement.

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UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement pursuant to authority duly given, as of the date first above written.

SUBORDINATED LENDER

West Roosevelt Road Corporation, a(n) Illinois corporation
Ву:
Name:
ts:

FIRST LENDER

Illinois Facilities Fund, an Illinois not for profit corporation

By:

DOOP OF Name: Trinita Logue

Executive Director 300 W. Adams St.,

County Clark's Office Chicago, Illinois 60606

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UNOFFICIAL COPY

STATE OF ILLINOIS)
0.4) SS.
COUNTY OF COV)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Trinita Logue, personally known to me to be the Executive Director of Illinois Facilities Fund, an Illinois not for profit corporation, 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 Executive Director, she signed and delivered the said instrument as such Executive Director, pursuant to authority, given by the Board of Trustees of said corporation as her free and voluntary act, and as the free and voluntary act and deed of said corporation. for the uses and purposes therein set forth.

Given under my hand and official seal, this <u>II</u> day of <u>May</u>, <u>rout</u>

OFFICIAL SEAL
JENNIFER A WILLIAMS
NOTARY PUBLIC - STATE OF ILLINOIS
NY CONNISSION EXPIRES: 02-25-07

Commission expires 2/35/07

IN WITNESS WHEREOF, the parties hereto have executed this Agreement pursuant to authority duly given, as of the date first above written.

SUBORDINATED LENDER

West Roosevelt Road Corporation, a(n) Illinois corporation

Name: / John Medadio

FIRSTLENDER

Illinois Facilities Fund, an Illinois not for profit corporation

n.

By:_
Nam
Its: Name: Trinita Logue Its' Executive 2 300 W. Adams St., Chicago, Illinois 60606 SOU Chicag STATE OF ILLINOIS

UNOFFICIAL COPY

) SS
	COUNTY OF COOK)
	I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
	HEREBY CERTIFY that John Gedello, personally known to me to be the of Line of Line, and personally known to me to be the same person
محادل	A CONTROL OF THE TOTAL OF THE T
V IQ	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, pursuant to authority duly given by said, he signed and
	delivered the instrument as such of said, as his/her free and voluntary act,
	and as the free voluntary act of gold for the man and an institute and voluntary act,
	and as the free voluntary act of said for the uses and purposes therein set forth.
	C' 1 10 1 m 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Given under my hand and official seal, this by day of May 2004.
	$//m \alpha$
	(MYC)
	Notary Public
	Ox
	Commission expires
	Commission expires



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UNOFFICIAL COPY

EXHIBIT A

Legal Description

THE SOUTH ¾ (EXCEPT THE SOUTH 674 FEET AS MEASURED ALONG THE EAST LINE OF SAID SOUTH ¾) OF THE WEST QUARTER OF THE SOUTHEAST ¼ OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

13-006

Cook County Clerk's Office Commor, Address: 5758 West Filmore, Chicago, Illinois

PIN: 16-17-/-13-006