

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Bridgeview Bank Group  
7940 S. Harlem Ave.  
Bridgeview, IL 60455



Doc#: 0529340101 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/20/2005 11:41 AM Pg: 1 of 11

**WHEN RECORDED MAIL TO:**

Bridgeview Bank Group  
ATTN: Loan Operations  
4753 N Broadway  
Chicago, IL 60640

**SEND TAX NOTICES TO:**

Jesus People, U.S.A., Full  
Gospel Ministries  
2950 N Western  
Chicago, IL 60618

FOR RECORDER'S USE ONLY

**This Subordination of Mortgage prepared by:**

Lender  
Bridgeview Bank Group  
4753 N Broadway  
Chicago, IL 60640

**NOTICE: THIS SUBORDINATION OF MORTGAGE RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

## SUBORDINATION OF MORTGAGE

THIS SUBORDINATION OF MORTGAGE dated October 13, 2005, is made and executed among Bridgeview Bank Group as Successor Trustee to Uptown National Bank of Chicago a/k/a dated October 31, 1997 a/k/a Trust #97-128; and Jesus People, U.S.A., Full Gospel Ministries ("Borrower"); Bridgeview Bank Group ("Mortgagee"); and Bridgeview Bank Group ("Lender").

**SUBORDINATED INDEBTEDNESS.** Mortgagee has extended the following described financial accommodations (the "Subordinated Indebtedness") to Jesus People, U.S.A., Full Gospel Ministries ("Mortgagor"):

Promissory Note in the amount of \$1,950,000.00 dated April 21, 2000 in favor of Jesus People, U.S.A., Full Gospel Ministries dba Lakefront Supply.

**SUBORDINATED MORTGAGE.** The Subordinated Indebtedness is secured by a mortgage dated April 21, 2000 from Mortgagor to Mortgagee (the "Subordinated Mortgage") recorded in Cook County, State of Illinois as follows:

Recorded May 8, 2000 as document 00325412 in the Cook County Recorder's Office.

**REAL PROPERTY DESCRIPTION.** The Subordinated Mortgage covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

See Exhibit "A", which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

The Real Property or its address is commonly known as 2950 N. Western Ave., Chicago, IL 60618.

**REQUESTED FINANCIAL ACCOMMODATIONS.** Mortgagor, who may or may not be the same person or entity as Mortgagor, and we each want Lender to provide financial accommodations to us (the "Superior

Box 400-CTCC

1074

Mr

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Indebtedness") in the form of (A) new credit or loan advances, (B) an extension of time to pay or other compromises regarding all or part of our present indebtedness to Lender, or (C) other benefits to us. We and Mortgagee each represent and acknowledge to Lender that Mortgagee will benefit as a result of these financial accommodations from Lender to us, and Mortgagee acknowledges receipt of valuable consideration for entering into this Subordination.

**LENDER'S LIEN.** As a condition to the granting of the requested financial accommodations, Lender has required that its mortgage or other lien on the Real Property ("Lender's Lien") be and remain superior to the Subordinated Mortgage.

**NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:**

**SUBORDINATION.** The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Mortgagee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgagee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**MORTGAGEE'S REPRESENTATIONS AND WARRANTIES.** Mortgagee represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Mortgagee which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at our request and not at the request of Lender; (C) Lender has made no representation to Mortgagee as to the creditworthiness of us; and (D) Mortgagee has established adequate means of obtaining from us on a continuing basis information regarding our financial condition. Mortgagee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Mortgagee's risks under this Subordination, and Mortgagee further agrees that Lender shall have no obligation to disclose to Mortgagee information or material acquired by Lender in the course of its relationship with Mortgagee.

**MORTGAGEE WAIVERS.** Mortgagee waives any right to require Lender: (A) to make, extend, renew, or modify any loan to us or to grant any other financial accommodations to us whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of us, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including us; (D) to proceed directly against or exhaust any collateral held by Lender from us, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from us or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

**LENDER'S RIGHTS.** Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Mortgagee, (A) make one or more additional secured or unsecured loans to us; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of our sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of

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## SUBORDINATION OF MORTGAGE

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the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

**DEFAULT BY US.** If we become insolvent or bankrupt, this Subordination shall remain in full force and effect. In the event of a corporate reorganization or corporate arrangement of us under the provisions of the Bankruptcy Code, as amended, this Subordination shall remain in full force and effect and the court having jurisdiction over the reorganization or arrangement is hereby authorized to preserve such priority and subordination provided under this Subordination in approving any such plan of reorganization or arrangement. Any default by us under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

**EXHIBIT "A".** An exhibit, titled "Exhibit "A"," is attached to this Subordination and by this reference is made a part of this Subordination just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Subordination.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Subordination:

**Amendments.** This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagee also will pay any court costs, in addition to all other sums provided by law.

**Authority.** The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interests in Mortgagee's property, if any.

**Caption Headings.** Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

**Governing Law.** This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Illinois.

**Choice of Venue.** If there is a lawsuit, Mortgagee agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

**Successors.** This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to

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## SUBORDINATION OF MORTGAGE

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demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Waive Jury.** All parties to this Subordination hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.


**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

**EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED OCTOBER 13, 2005.**

**BORROWER:**

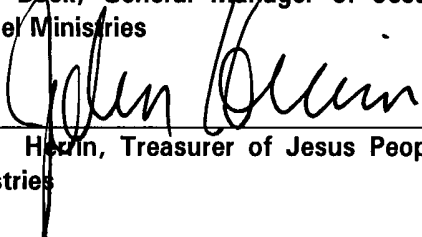
**BRIDGEVIEW BANK GROUP AS SUCCESSOR TRUSTEE TO UPTOWN NATIONAL BANK OF CHICAGO U/T/A DATED OCTOBER 31, 1997 A/K/A TRUST #97-128**

BRIDGEVIEW BANK GROUP, not personally but as Trustee under that certain trust agreement dated 10-31-1997 and known as Bridgeview Bank Group as Successor Trustee to Uptown National Bank of Chicago u/t/a dated October 31, 1997 a/k/a Trust #97-128.

By:   
Authorized Signer for Bridgeview Bank Group

**JESUS PEOPLE, U.S.A., FULL GOSPEL MINISTRIES**

By:   
Tim Back, General Manager of Jesus People, U.S.A., Full Gospel Ministries

By:   
John Harlin, Treasurer of Jesus People, U.S.A., Full Gospel Ministries

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### MORTGAGEE:

BRIDGEVIEW BANK GROUP

By: Neema Bajamoue  
Authorized Signer for Bridgeview Bank Group

### LENDER:

BRIDGEVIEW BANK GROUP

X Neema Bajamoue  
Authorized Officer

### TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS

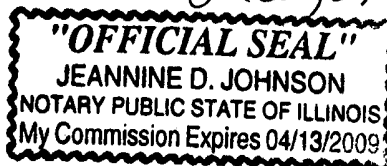
COUNTY OF COOK

On this 12<sup>th</sup> day of October, 2005 before me, the undersigned Notary Public, personally appeared John C. Livensperger

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Subordination of Mortgage and acknowledged the Subordination to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the trust.

By: Jeannine D. Johnson  
Notary Public in and for the State of Illinois  
My commission expires 04-13-09

Residing at 453 N. Broadway  
Chicago, IL 60640



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### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

) SS

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On this 13th day of October 2005 before me, the undersigned Notary Public, personally appeared **Tim Bock, General Manager; John Herrin, Treasurer of Jesus People, U.S.A., Full Gospel Ministries**, and known to me to be authorized agents of the corporation that executed the Subordination of Mortgage and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

By Patricia A. Butler

Residing at 1717 N. Clark

Notary Public in and for the State of Illinois

My commission expires 10/26/05



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### CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )

) SS

COUNTY OF Cook )

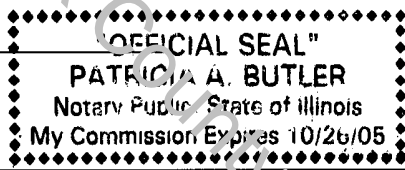
On this 12<sup>th</sup> day of October 2005, before me, the undersigned Notary Public, personally appeared NERMA BART RAMOVIC

, and known to me to be (an) authorized agent(s) of the corporation that executed the Subordination of Mortgage and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

By Patricia Butler Residing at 171 N. Clark

Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_



Clerk's Office

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### LENDER ACKNOWLEDGMENT

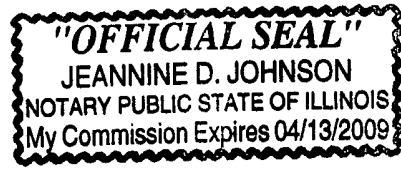
STATE OF Illinois )  
 )  
 ) SS  
COUNTY OF Cook )

On this 13th day of October, 2005 before me, the undersigned Notary Public, personally appeared NERMA BARJABOVIC and known to me to be the \_\_\_\_\_, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Jeannine D. Johnson Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 4/13/09





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## EXHIBIT "A"

This EXHIBIT "A" is attached to and by this reference is made a part of the Subordination of Mortgage, dated October 13, 2005, and executed in connection with a loan or other financial accommodations between BRIDGEVIEW BANK GROUP and Bridgeview Bank Group as Successor Trustee to Uptown National Bank of Chicago u/t/a dated October 31, 1997 a/k/a Trust #97-128; and Jesus People, U.S.A., Full Gospel Ministries .

### PARCEL 1:

THAT PART OF LOT 20 IN THE SUPERIOR COURT PARTITION OF THE SNOW ESTATE IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF A LINE DRAWN PARALLEL TO AND 360.5 FEET NORTH OF THE NORTH LINE OF GEORGE STREET AND WHICH LIES WEST OF A LINE DRAWN PARALLEL TO AND 305 FEET WEST OF THE WEST LINE OF WESTERN AVENUE AS SAID WESTERN AVENUE EXISTED BEFORE BEING WIDENED (EXCEPT FROM SAID PREMISES THAT PART THEREOF CONVEYED TO WARD T. HUSTON BY DEED DATED APRIL 12, 1910, AND RECORDED ON APRIL 15, 1910 AS DOCUMENT NUMBER 4542953 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BOUNDED ON THE NORTH BY THE NORTH BRANCH OF THE CHICAGO RIVER, ON THE WEST BY THE WEST LINE OF SAID LOT, ON THE SOUTH BY THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25 AFORESAID AND ON THE SOUTHEAST AND EAST BY A LINE COMMENCING AT A POINT ON THE SAID SOUTH BOUNDARY LINE 33 FEET EAST OF THE WEST LINE OF SAID LOT 20, RUNNING THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT 60 FEET EAST OF THE WEST LINE

OF SAID LOT 20 AND 60 FEET NORTH OF SAID BOUNDARY LINE AND THENCE NORTH TO THE NORTH BRANCH OF THE CHICAGO RIVER,) ALSO EXCEPT THAT PART THEREOF IF ANY, DEDICATED FOR WATER WAY BY INSTRUMENT OR PLAT RECORDED FEBRUARY 6, 1890 AS DOCUMENT NUMBER 1219138, ALSO EXCEPT THAT PART COVERED BY THE WATER OF THE NORTH BRANCH OF THE CHICAGO RIVER, ALSO EXCEPT THAT PART FROM SAID PREMISES THESE PARTS THEREOF TAKEN FOR STREETS, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF LOT 20 IN SUPERIOR COURT PARTITION OF THE SNOW ESTATE IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 360.0 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF GEORGE STREET AND EAST OF A LINE 305 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF WESTERN AVENUE AS SAID WESTERN AVENUE EXISTED BEFORE WIDENING, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THAT PART OF LOT 20 IN THE SUPERIOR COURT PARTITION OF THE SNOW ESTATE IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AS FOLLOWS: COMMENCING AT A POINT 33 FEET EAST OF THE WEST LINE OF SAID LOT 20 ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25 AFORESAID, THENCE NORTH ALONG A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 20 TO THE NORTH LINE OF WEST WELLINGTON AVENUE, PRODUCED EAST, THENCE EAST ALONG SAID NORTH LINE TO THE INTERSECTION OF SAID LINE WITH A LINE RUNNING BETWEEN THE POINT OF ORIGIN AND A POINT 60 FEET EAST OF THE WEST LINE OF SAID LOT 20 AND 60 FEET NORTH OF THE SOUTH LINE OF NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, AFORESAID; THENCE SOUTHWEST ALONG SAID LINE TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

THAT PART OF LOT 20 IN SNOW ESTATE SUBDIVISION BY THE SUPERIOR COURT PARTITION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF WESTERN AVENUE (BEING A LINE DRAWN 33.00 WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 20 AFORESAID), AT A POINT 360.00 FEET NORTH OF THE INTERSECTION OF THE WEST LINE OF WESTERN AVENUE WITH THE NORTH LINE OF GEORGE STREET; THENCE SOUTH ALONG THE WEST LINE OF

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EXHIBIT "A"  
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WESTERN AVENUE, 100 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF GEORGE STREET, 305 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF WESTERN AVENUE, 100 FEET; THENCE EAST 305 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART TAKEN FOR WIDENING OF WESTERN AVENUE), IN COOK COUNTY, ILLINOIS.

P.I.N. - 13-25-222-006-0000; 13-25-222-010-0000; 13-25-222-012-0000

THIS EXHIBIT "A" IS EXECUTED ON OCTOBER 13, 2005.

BORROWER:

BRIDGEVIEW BANK GROUP AS SUCCESSOR TRUSTEE TO UPTOWN NATIONAL BANK OF CHICAGO U/T/A DATED OCTOBER 31, 1997 A/K/A TRUST #97-128

BRIDGEVIEW BANK GROUP, not personally but as Trustee under that certain trust agreement dated 10-31-1997 and known as Bridgeview Bank Group as Successor Trustee to Uptown National Bank of Chicago u/t/a dated October 31, 1997 a/k/a Trust #97-128.

By: *John C. Fouspanger* J.P.  
Authorized Signer for Bridgeview Bank Group

JESUS PEOPLE, U.S.A., FULL GOSPEL MINISTRIES

By: *Tim Bock*  
Tim Bock, General Manager of Jesus People, U.S.A., Full Gospel Ministries

By: *John Herrin*  
John Herrin, Treasurer of Jesus People, U.S.A., Full Gospel Ministries

MORTGAGEE:

BRIDGEVIEW BANK GROUP

By: *Nerina Bogdanovic*  
Authorized Signer for Bridgeview Bank Group

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EXHIBIT "A"  
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LENDER:

BRIDGEVIEW BANK GROUP

X Nerina Bafanor  
Authorized Officer

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