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THIS INSTRUMENT PREPARED BY:
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222 North LaSalle Street
Suite 300
Chicago, Illinois 60601

Doc#: 0534003041 Fee: \$44.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/06/2005 11:53 AM Pg: 1 of 11

Above Space For Recorder's Use Only

ADDRESS: 500, 555 and 707 Skokie Blvd.
Northbrook, Illinois 60010

TAX NO.: 04-02-402-030
04-02-412-023
04-02-424-034

AMENDED AND RESTATED SUBORDINATION AGREEMENT

THIS AMENDED AND RESTATED SUBORDINATION AGREEMENT ("Agreement") is executed this 1st day of November, 2005 by and between LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Subordinate Lender") and FIRST COLONY LIFE INSURANCE COMPANY, a Virginia corporation, its successors and assigns ("Senior Lender").

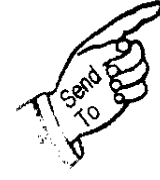
RECITALS:

A. Subordinate Lender is the owner and holder of that certain Note dated June 17, 2003, ("Subordinate Note") executed by FULCRUM NORTHBROOK, LLC a Delaware limited liability company ("Fulcrum"), in the original principal amount of SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00) ("Subordinate Loan").

B. Subordinate Note is secured by Mortgage in favor of Subordinate Lender of even date with the Subordinate Note, encumbering to the land and improvements legally described on Exhibit "A" attached hereto and made a part hereof ("Land and Improvements"), recorded in the office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") as Document Number 03170411204 ("Subordinate Mortgage"). Subordinate Mortgage, Subordinate Note and all other documents which evidence and secure Subordinate Loan are collectively "Subordinate Loan Documents".

C. Pursuant to Loan Application dated April 23, 2003 submitted by MJH Northbrook, LLC, a Delaware limited liability company ("Borrower"), Senior Lender agreed to make a loan to Borrower in the amount of TWENTY THREE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$23,500,000.00) ("Original Senior Loan").

1ST AMERICAN FILE Order # 23848
1041
MLC DEC



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D. To evidence and secure the Original Senior Loan, Borrower has executed and delivered to Senior Lender: (i) a Promissory Note ("Original Note") in the principal amount of the Original Senior Loan; (ii) a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing Statement each dated June 12, 2003 and recorded with the Recorder's Office as document number 0317041201 (which Mortgage, Assignment of Rents, Leases and Security Agreement and any extensions, modifications, substitutions and consolidations thereof, are herein referred to as the "Senior Mortgage") conveying the Land and Improvements, and Rents to secure the Original Senior Note; and (iii) other documents ("Other Loan Documents") executed to evidence and secure the Original Senior Loan.

E. Pursuant to the Loan Application dated July 21, 2005 ("New Loan Application"), submitted by Borrower to Senior Lender, Senior Lender agreed to increase the Original Senior Loan to the amount of TWENTY-SIX MILLION SEVEN HUNDRED THOUSAND AND 00/100 (\$26,700,000.00) (herein referred to as the "Senior Loan"), and make an additional advance to Borrower of the difference between the Senior Loan and the principal balance of the Original Senior Loan (such difference herein being referred to as the "Additional Advance"), which increased Senior Loan is evidenced by the following executed by Borrower and delivered to Lender: (i) an Amended and Restated Promissory Note in the principal amount of TWENTY-SIX MILLION SEVEN HUNDRED THOUSAND AND 00/100 (\$26,700,000.00) (which note, and any extension, modifications and substitutions thereof, are herein referred to as the "Senior Note"); (ii) Loan Modification Agreement dated November 1, 2005 ("Loan Modification Agreement"); and (iii) other documents ("Other Loan Modification Documents") executed in connection with the New Loan Application and the Loan Modification Agreement (the Senior Mortgage and Other Loan Documents are collectively "Senior Security Documents" and Senior Note, the Loan Modification Agreement, the Other Loan Modification Documents, and the Senior Security Documents are herein collectively referred to as the "Senior Loan Documents").

F. As a condition to disbursing the Additional Advance, Senior Lender requires that the Subordinate Loan Documents be subordinated to the Senior Loan Documents in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Subordinate Lender and the Senior Lender hereby agree as follows:

1. ***Subordination of Debt and Lien.*** The debt evidenced by the Subordinate Note and the lien of the Subordinate Mortgage and all advances made thereunder are hereby, and shall continue to be, subject and subordinate to the debt evidenced by the Senior Note and the lien of Senior Security Documents and the rights of Senior Lender pursuant to Senior Loan Documents and all advances made thereunder without regard to the application of such proceeds, together with all interest, prepayment premiums, if any, and all other sums due under Senior Loan Documents. All of the terms, covenants and conditions of the Subordinate Loan Documents are hereby, and shall continue to be, subordinate to all of the terms, covenants and conditions of the Senior Loan Documents. The foregoing shall apply, notwithstanding the availability of other collateral to the Senior Lender or the actual date and time of execution, delivery, recordation, filing or perfection of the Senior Loan Documents or the Subordinate Loan Documents, or the lien or priority of payment thereof.

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2. **Consent to Subordinate Mortgage.** The Senior Lender hereby consents to the existence of the encumbrance of the Land and Improvements by the lien of the Subordinate Loan Documents subject to the terms of this Agreement. This consent is limited to the Subordinate Loan Documents and shall not be deemed to (a) be a consent to any future encumbrances or to any increase of the debt evidenced by the Subordinate Note and secured by the Subordinate Mortgage, (b) be a waiver of the limitation on further encumbrances contained in the Senior Mortgage, or (c) be a consent to or waiver of any other term or conditions of the Senior Loan Documents.

3. **No Waiver.** No failure to delay on the part of either Subordinate Lender or Senior Lender in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

4. **Notices.** Any notice, consent or other communication to be served hereunder or pursuant to Subordinate Loan Documents or the Senior Loan Documents shall be deemed properly delivered if delivered personally or by Federal Express or comparable "over-night" courier service (which shall be deemed received on the date of delivery thereof) or by United States certified or registered mail postage prepaid (which shall be deemed received three [3] days following the postmark date thereof), to Subordinate Lender, Senior Lender or Borrower and the parties to whom copies of notices, consents or other communications are to be mailed at the addresses set forth below or to such other address as such other parties may direct in writing:

If to Subordinate Lender:

LaSalle Bank National Association
135 S. LaSalle Street
Suite 1225
Chicago, Illinois 60603
Attention: John Heiberger, Senior Vice President

With a copy to:

Deutsch, Levy & Engel, Chartered
225 W. Washington Street
Suite 1700
Chicago, Illinois 60606
Attention: Aaron B. Zarkowsky, Esq.

If to Senior Lender:

First Colony Life Insurance Company
c/o GE Asset Management Incorporated
707 East Main Street, Suite 1300-A
Richmond, Virginia 23219-3310

5. **Notices of Default.** In the event Subordinate Lender serves Borrower or Fulcrum with a notice that there is a default of the Subordinate Loan Documents, Subordinate Lender

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shall simultaneously serve such notice upon Senior Lender. In the event Senior Lender serves Borrower with a notice that there is a default of the Senior Loan Documents, Senior Lender shall simultaneously serve such notice upon Subordinate Lender.

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

7. **Amendments.** No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against a party who or whom such enforcement is sought unless such supplement, modification, waiver or termination was made in a writing signed by such party.

8. **Partial Invalidity.** In case any one or more of the provisions contained in this Agreement, or any application therefor, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein, and any other application thereof, shall not in any way be affected or impaired thereby.

9. **Illinois Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

10. **Captions.** Captions in this Agreement are for convenience only and shall not be used to construe the meaning of or limit the application of any provision.

11. **Binding Effect.** This Agreement shall bind and inure to the benefit of the Senior Lender and the Subordinate Lender and their respective successors, permitted transferees and assigns.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SUBORDINATE LENDER

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

Alan J Munson
Name: Alan J Munson
Title: FVP

SENIOR LENDER

FIRST COLONY LIFE INSURANCE COMPANY,
a Virginia corporation

Name: _____
Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SUBORDINATE LENDER

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

Name: _____

Title: _____

SENIOR LENDER

FIRST COLONY LIFE INSURANCE COMPANY,
a Virginia corporation

Linda J. Herdell

Name: _____

Title: Investment Officer

Property of Cook County Clerk's Office

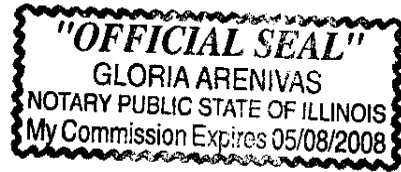
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STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

On this 16th day of NOV, 2005, before me personally came Alan Munson to me known to be the First Vice President of LaSalle Bank National Association, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such First Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered said Instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation.

SUBSCRIBED and SWORN to
before me this 16th day of NOV, 2005.

Gloria Arenivas
Notary Public



STATE OF ILLINOIS)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2005, before me personally came _____ to me known to be the _____ of First Colony Life Insurance Company, a Virginia corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered said Instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public

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STATE OF ILLINOIS)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2005, before me personally came Alan Munson to me known to be the First Vice President of LaSalle Bank National Association, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such First Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered said Instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation.

SUBSCRIBED and SWORN to
before me this _____ day of _____, 2005.

Notary Public

ALGONA
STATE OF ILLINOIS)
) SS:
COUNTY OF Henrico)

On this 1st day of November, 2005, before me personally came Cindy J. Heitel to me known to be the Investment Officer of First Colony Life Insurance Company, a Virginia corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Investment Officer appeared before me this day in person and acknowledged that he/she signed and delivered said Instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Rhonda K. Miles-Cunha
Notary Public
My Commission Expires: 8/31/06

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EXHIBIT "A" LEGAL DESCRIPTION

The property referred to in this Environmental Indemnity is situated in the County of Cook State of Illinois, and is legally described as follows:

Address: 500, 555 and 707 Skokie Boulevard Northbrook, Illinois 60062

PARCEL 1 (500 SKOKIE BOULEVARD, NORTHBROOK, IL):

LOT 2 IN LANE PARK SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1976 AS DOCUMENT NO. 23560771, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERMANENT NON-EXCLUSIVE EASEMENT FOR PARKING PURPOSES CREATED BY EASEMENT DATED APRIL 19, 1985 AND RECORDED MAY 17, 1985 AS DOCUMENT 85025180, ON, OVER AND ACROSS THAT PART OF LOT 3 IN LANE PARK SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PART OF SAID LOT IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 3 AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 152.04 FEET; THENCE SOUTHWESTERLY ALONG A LINE WHICH IS PERPENDICULAR TO THE WESTERLY LINE OF SAID LOT 3 A DISTANCE OF 136.06 FEET TO A POINT ON SAID WESTERLY LINE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE A DISTANCE OF 67.85 FEET TO THE POINT OF BEGINNING

PARCEL 3 (555 SKOKIE BOULEVARD, NORTHBROOK, IL):

LOT 3 IN NORTHWOOD EDENS, A SUBDIVISION OF PART OF HUGHES, BROWN, MOORE CORPORATION RESUBDIVISION OF UNITED REALTY COMPANY'S DUNDEE ROAD SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1968 AS DOCUMENT 20377823 (EXCEPT THAT PART OF SAID LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE WESTERLY ALONG THE CENTERLINE OF VACATED MAPLE HILL DRIVE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 524.13 FEET, A DISTANCE OF 410.77 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID CENTERLINE, TANGENT TO THE LAST DESCRIBED CURVE, TAKEN AS BEING SOUTH 66 DEGREES 15 MINUTES 30 SECONDS WEST, FOR THIS DESCRIPTION, A DISTANCE OF 22.22 FEET TO THE NORTHEASTERLY LINE OF SKOKIE BOULEVARD, BEING THE SOUTHWESTERLY LINE OF SAID LOT 3, OR THE SOUTHEASTERLY EXTENSION OF SAID SOUTHWESTERLY LINE; THENCE ALONG SAID NORTHEASTERLY LINE OF SKOKIE BOULEVARD, TAKEN AS BEING

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NORTH 26 DEGREES 07 MINUTES 00 SECONDS WEST, FOR THIS DESCRIPTION, A DISTANCE OF 65 FEET; THENCE PARALLEL TO AND 65 FEET NORTHWESTERLY OF THE AFORESAID CENTERLINE OF VACATED MAPLE HILL DRIVE, NORTH 66 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 29.28 FEET TO A POINT OF CURVE; THENCE CONCENTRIC WITH AND 65 FEET NORTHERLY OF SAID CENTERLINE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 589.13 FEET, A DISTANCE OF 231.87 FEET TO A POINT, SAID POINT BEING 128 FEET SOUTHWESTERLY FROM, MEASURED AT RIGHT ANGLES TO, THE NORTHEASTERLY LINE OF SAID LOT 3; THENCE PARALLEL TO AND 128 FEET SOUTHWESTERLY OF SAID NORTHEASTERLY LINE OF LOT 3, NORTH 26 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 49.84 FEET; THENCE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, NORTH 63 DEGREES 54 MINUTES 00 SECONDS EAST, A DISTANCE OF 128 FEET TO A POINT IN THE AFORESAID NORTHEASTERLY LINE OF LOT 3; THENCE ALONG SAID NORTHEASTERLY LINE OF LOT 3, SOUTH 26 DEGREES 06 MINUTES 00 SECONDS EAST, A DISTANCE OF 95.40 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 26 DEGREES 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 129.60 FEET TO THE POINT OF BEGINNING); IN COOK COUNTY, ILLINOIS.

PARCEL 4 (555 SKOKIE BOULEVARD FRONTAGE ROAD PORTION, NORTHBROOK, IL):

THAT PART OF VACATED HENRICI DRIVE (ALSO KNOWN AS FRONTAGE ROAD) BEING THAT PART OF BLOCK 11 IN HUGHES-BROWN-MOORE CORPORATION'S RESUBDIVISION OF UNITED REALTY COMPANY'S DUNDEE ROAD SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 1927 AS DOCUMENT NO. 9692524, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 3 IN NORTHWOOD EDENS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1968 AS DOCUMENT NO. 20377823; THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 3, 69.0 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 3, 268.29 FEET; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 3, 69.0 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID LOT 3; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, 268.29 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5 (707 SKOKIE BOULEVARD, NORTHBROOK, IL):

LOT 1 IN 707 CONSOLIDATED SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1979 AS DOCUMENT NUMBER 25034175 IN COOK COUNTY, ILLINOIS.

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PARCEL 6 (707 SKOKIE BOULEVARD FRONTAGE ROAD PORTION):

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 1 IN 707 CONSOLIDATED SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 2, AFORESAID; THENCE NORTH 63 DEGREES 27 MINUTES 13 SECONDS EAST ALONG THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 1, 69.55 FEET; THENCE SOUTH 26 DEGREES 29 MINUTES 35 SECONDS EAST 292.80 FEET; THENCE SOUTH 24 DEGREES 38 MINUTES 13 SECONDS EAST, 94.41 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES 33 SECONDS EAST, 100.37 FEET; THENCE SOUTH 05 DEGREES 16 MINUTES 30 SECONDS EAST, 100.15 FEET; THENCE SOUTH 02 DEGREES 12 MINUTES 33 SECONDS EAST, 82.27 FEET TO AN INTERSECTION WITH AN EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 19 MINUTES 56 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 63.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 49 MINUTES 56 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1, 195.60 FEET TO A CORNER OF SAID LOT 1; THENCE NORTH 26 DEGREES 44 MINUTES 37 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, 447.95 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TAX NOS.: 04-02-402-030 (AFFECTS PARCEL 1)
04-02-412-023 (AFFECTS PARCELS 3 AND 4)
04-02-424-034 (AFFECTS PARCELS 5 AND 6)