

(5all)

UNOFFICIAL COPY



Doc#: 0703141100 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/31/2007 12:14 PM Pg: 1 of 8

Prepared By and After
Recording Return To:

Jeffery C. Dack
Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603

ST 5079701 D2 KARSA

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT ("Agreement") is made as of January 26, 2007 by and between COLE TAYLOR BANK, an Illinois state banking corporation ("Senior Lender") and ILLINOIS FACILITIES FUND, an Illinois not for profit corporation ("Subordinated Lender").

WITNESSETH:

WHEREAS, Senior Lender shall make a loan ("Term Loan") to United Neighborhood Organization of Chicago, an Illinois not for profit corporation ("Borrower") in the principal amount of One Million and No/100 Dollars (\$1,000,000.00), which Term Loan shall be evidenced by that certain note dated January, 29 2007 from Borrower to Senior Lender in the principal amount of One Million and No/100 Dollars (\$1,000,000.00) and that certain note dated January, 29 2007 from Borrower to Senior Lender in the principal amount of One Million and No/100 Dollars (\$1,000,000.00) (collectively, the "Term Note") and secured by, among other things, that certain mortgage on the real estate described on Exhibit A attached hereto and hereby made a part hereof (the "Property"), dated of even date therewith, from Borrower in favor of Senior Lender (as amended, modified, restated or supplemented from time to time, the "Term Mortgage"), which Senior Mortgage shall immediately prior to the recordation hereof, be recorded in the Office of the Recorder of Cook County, Illinois. The Term Note, Term 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 "Term Loan Documents";

WHEREAS, Senior Lender shall make a loan ("Revolving Loan") to Borrower in the principal amount of Eight Hundred Thousand and no/100 Dollars (\$800,000.00), which Revolving Loan shall be evidenced by that certain Promissory Note dated January 29, 2007 (the "Revolving Note") and secured by, among other things, that certain Mortgage and Security Agreement on the Property, dated of even date therewith, from Borrower to Senior Lender (as amended, modified, restated or supplemented from time to time, the "Revolving Mortgage"), which Revolving Mortgage shall immediately prior to the recordation hereof, be recorded in the Office of the Recorder of Cook County, Illinois. The Revolving Note, Revolving Mortgage and

Box 400-CTCG

8/9

UNOFFICIAL COPY

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 "Revolving Loan Documents". The Term Note and Revolving Note are referred to collectively herein as the "Senior Notes". The Term Mortgage and Revolving Mortgage are referred to collectively herein as the "Senior Mortgages". The Term Loan Documents and the Revolving Loan Documents are collectively referred to herein as the "Senior Loan Documents";

WHEREAS, Subordinated Lender shall make a loan ("Subordinated Loan") to Borrower, in the principal amount of One Million and No/100 Dollars (\$1,000,000.00), which Subordinated Loan shall be evidenced by that certain Promissory Note dated January, 29 2007, from Borrower to Subordinated Lender (the "Subordinated Note") and secured by, among other things, that certain Mortgage, Security Agreement and Fixture Filing dated of even date therewith, from Borrower as mortgagor in favor of Subordinated Lender (as amended, modified, restated or supplemented from time to time, the "Subordinated Mortgage"), on the Property, which Subordinated Mortgage shall be recorded in the Cook County Recorder's Office prior to the recordation of this Agreement. 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 Senior Loan Documents and Senior 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 follows:

1. Subordination of Subordinated Loan Documents. Notwithstanding the date, manner or order of grant, attachment, recordation or perfection, the lien evidenced by the Subordinated Mortgage is and at all times shall remain, junior, subject and subordinate to the lien evidenced by the Senior Mortgage.

2. Notice and Right to Cure. Senior Lender agrees that, upon any default of Borrower under the Senior Loan Documents, and prior to Senior Lender's exercise of any remedies under such Senior Loan Documents, Senior Lender shall give Subordinated Lender notice thereof which notice may be oral or written. Subordinated Lender shall have thirty (30) days after receipt of the notice of Borrower's default to cure such default on behalf of Borrower (the "Cure Period"). Senior Lender agrees not to exercise any of its remedies under the Senior Loan Documents until expiration of the Cure Period. Senior Lender shall accept cure by Subordinated Lender of such default as if such cure was made by Borrower, provided such cure is effected within the Cure Period.

3. No Modification of Senior Loan Documents without Consent. Prior to the expiration of the Cure Period, Senior Lender shall have the right, without the consent of

UNOFFICIAL COPY

Subordinated Lender, to enter into any amendment or modification (a "Senior Loan Modification") of the Senior Loan or the Senior Loan Documents; provided that no such Senior Loan Modification shall: (i) increase the interest rate or principal amount of the Senior Loan; (ii) increase in any other respect any monetary obligations of Borrower under the Senior Loan Documents; (iii) shorten the scheduled maturity date of the Senior Loan; (iv) convert or exchange the Senior Loan into or for any other indebtedness or subordinate any of the Senior Loan to any indebtedness of Borrower; (v) cross default the Senior Loan with any other indebtedness; (vi) amend or modify the provisions limiting transfers of interests in the Borrower or the Property, (vii) provide for any contingent interest, additional interest or so-called "kicker" measured on the basis of the cash flow or appreciation of the Property (or other similar equity participation); or (viii) extend the period during which voluntary prepayments are prohibited or during which prepayments require the payment of a prepayment fee or premium or yield maintenance charge or increase the amount of any such prepayment fee, premium or yield maintenance charge.

4. No Cross Default or Cross Collateralization. Notwithstanding any of the terms or provisions hereof or in the Senior Loan Documents, for so long as the Subordinated Mortgage encumbers the Property, the Senior Mortgage shall secure only the obligations of Borrower to Senior Lender arising as a result of and pursuant to the Senior Note and such additional sums, advances and expenses incurred by Senior Lender for the insuring, preserving or otherwise protecting the Property and its value.

5. Successors and Assigns. 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.

6. 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.

7. Severability. 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.

8. Counterparts. 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.

9. Due Authorization. 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.

UNOFFICIAL COPY

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

SENIOR LENDER

COLE TAYLOR BANK, an Illinois state banking corporation

By: Delonda L. Belanger
Name: Delonda L. Belanger
Its: Vice President

SUBORDINATED LENDER

ILLINOIS FACILITIES FUND, an Illinois not for profit corporation

By: [Signature]
Name: [Signature]
Its: President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

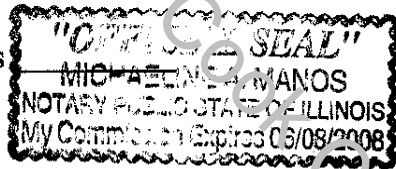
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that DELONDA L. BELANGER, personally known to me to be the VICE PRESIDENT of COLE TAYLOR BANK, 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 COLE TAYLOR BANK, she signed and delivered the instrument as such _____ of said _____, as his/her free and voluntary act, and as the free voluntary act of said _____ for the uses and purposes therein set forth.

Given under my hand and official seal, this 24 day of JANUARY 2007.

Michaeline A. Manos
Notary Public

Commission expires



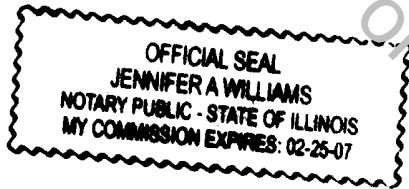
County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Jennifer A. Williams, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Trinita Loyne, personally known to me to be the President 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 President, he/she signed and delivered the said instrument as such President, pursuant to authority, given by the Board of Trustees of said corporation as his/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 26 day of January, 2007.



Jennifer A. Williams
Notary Public

Commission expires Feb. 25, 2007

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION****PARCEL 1:**

THAT PART OF LOT B IN THE CIRCUIT COURT PARTITION OF THE SOUTH HALF AND THAT PART OF THE NORTHWEST QUARTER LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE IN SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1897 AS DOCUMENT NUMBER 2530529 IN BOOK 67 OF PLATS, PAGE 44, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A LINE 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 3 AFORESAID, SAID POINT BEING 790.93 FEET EAST OF THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3; THENCE WEST ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH THE EAST LINE OF SOUTH KILDARE AVENUE, SAID EAST LINE OF SOUTH KILDARE AVENUE BEING 855.93 FEET EAST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE NORTH ALONG SAID EAST LINE OF SOUTH KILDARE AVENUE 875 FEET, MORE OR LESS TO ITS INTERSECTION WITH A LINE 1758.54 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 3; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE 790.93 FEET EAST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE SOUTHERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF BEGINNING;

PARCEL 2:

THAT PART OF LOT B IN THE CIRCUIT COURT PARTITION OF THE SOUTH HALF AND THAT PART OF THE NORTHWEST QUARTER LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE IN SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1897 AS DOCUMENT NUMBER 2530529 IN BOOK 67 OF PLATS, PAGE 44, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A LINE 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 3, WHICH IS 810.93 FEET EAST OF THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3; THENCE WESTERLY ALONG SAID LINE WHICH IS 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 3, A DISTANCE OF 20 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 790.93 FEET EAST OF THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3; THENCE NORTHERLY ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 315.93 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE WHICH IS 2317.87 FEET SOUTH OF AND PARALLEL WITH THE EAST AND WEST CENTERLINE OF SAID SECTION 3; THENCE EASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 20 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 810.93 FEET EAST OF THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3; THENCE SOUTHERLY ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 315.95 FEET, MORE OF LESS, TO THE POINT OF BEGINNING.

THE FOREGOING DESCRIPTIONS ARE BASED UPON THE FOLLOWING DEFINITIONS: THE EAST AND WEST CENTERLINE OF SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3, MEASURED 2597.19 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 3, AND MEASURED 2669.84 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 3, TO A POINT ON THE WEST LINE OF SAID SECTION 3, MEASURED 2598.77 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 3, AND MEASURED 2661.19 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 3; THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3, MEASURED 2,648.14 FEET WEST FROM THE

UNOFFICIAL COPY

NORTHEAST CORNER OF SAID SECTION 3, AND MEASURED 2642.84 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3, TO A POINT ON THE SOUTH LINE OF SAID SECTION 3, MEASURED 2669.37 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 3, AND MEASURED 2668.04 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 3, ALL IN COOK COUNTY, ILLINOIS.

Common Address: 4248 W. 47th Street, Chicago, Illinois

PIN: 19-03-400-002; 19-03-400-022; 19-03-400-187

Property of Cook County Clerk's Office