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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
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**ADDENDUM TO INTERCREDITOR
AND SUBORDINATION AGREEMENT**

JUNIOR MORTGAGEE: HRP WINTHROP, LLP
SHORE BANK
MORTGAGOR: VENTER AND ASSOCIATES, INC.
SENIOR MORTGAGEE: MUTUAL BANK
PIN: 14 18 205 024
CKA: 5411 NORTH WINTHROP
CHICAGO, ILLINOIS

PREPARED BY
AND AFTER RECORDING
RETURN TO:

PETER L. REGAS
REGAS FREZADOS & DALLAS LLP
111 WEST WASHINGTON STREET
SUITE 1525
CHICAGO ILLINOIS 60602

Box 400-CTCC

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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:

Peter L. Regas
Regas, Frezados & Dallas LLP
111 West Washington Street, Suite 1525
Chicago, Illinois 60602

ADDENDUM TO INTERCREDITOR AND SUBORDINATION AGREEMENT

THIS ADDENDUM TO INTERCREDITOR AND SUBORDINATION AGREEMENT, dated June 28, 2006, among HRP Winthrop, LLC ("HRP"), Shore Bank (HRP and Shore Bank together are referred to as the "Junior Mortgagee"), Venter and Associates, Inc., an Illinois corporation ("Mortgagor") and Mutual Bank, ("Senior Mortgagee"). The Intercreditor and Subordination Agreement (the "Agreement") and all of the defined terms in the Agreement are incorporated in this Addendum.

WITNESSETH:

WHEREAS, Senior Mortgagee is the holder of a mortgage securing an indebtedness currently in the amount of \$12,750,000.00. The Senior Mortgage is an encumbrance against the real property located at **5411 N. Winthrop, Chicago, Illinois**, and legally described as follows:

THE NORTH 16 FEET OF LOT 13 AND ALL OF LOTS 14, 15 AND 16 IN BLOCK 5 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-18-205-024

WHEREAS, the parties hereto entered into an Intercreditor and Subordination Agreement dated June 28, 2006 and recorded October 18, 2006 with the Cook County Recorder as document number 0629110033;

WHEREAS, Mortgagor has requested that Senior Bank make a loan increase to Mortgagor in the amount of \$2,300,000.00 (the "Second Loan Increase"), to be evidenced by a promissory note in the principal amount of \$15,050,000.00, executed by Mortgagor to Senior Mortgagee, modifying and replacing the promissory note dated June 28, 2006 in the original principal amount of \$12,750,000.00 as the Senior Note, and with the loan increase to be secured by a Second Mortgage Amendment for Loan Increase (the "Mortgage Amendment") executed by the Mortgagor in favor of Senior Mortgagee, increasing the Senior Mortgage from \$12,750,000.00 to \$15,050,000.00; and

WHEREAS, as a condition to Senior Mortgagee making the Second Loan Increase, Senior Mortgagee has required that the Junior Mortgagees and Mortgagor execute this Addendum to Agreement to confirm the priority of the First Loan Documents, including but not limited to the Second Loan Increase secured by, among other things, the Second Mortgage Amendment, and to confirm certain other agreements of the parties.

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NOW THEREFORE, in consideration of Senior Mortgagee making the Second Loan Increase, HRP and Mortgagor do hereby covenant and agree to modify the Agreement with Senior Mortgagee as follows:

1. The HRP Loan Documents and Shore Bank Loan Documents (collectively hereinafter referred to as the "Junior Loan Documents") and any and all of the terms, modifications, amendments, renewals, additions, consolidations and extensions of the foregoing Junior Loan Documents shall be subject and subordinate to all liens and security interests created under the First Loan Documents for all sums now or hereafter due under the First Loan Documents, including, without limitation, the Second Loan Increase secured by, among other things, the Second Mortgage Amendment and the Guarantee, and all advances, payable (including, without limitation, fixed, additional and contingent interest and prepayment premiums of all kinds) or secured thereunder (including without limitation, sums advanced to protect, perfect, preserve or defend such liens or security interests), without notice to the holders of the Junior Loan Documents and to any and all other modifications, amendments, renewals, additions, consolidations, extensions and replacements of any of the First Loan Documents.

2. Concurrently herewith HRP shall execute and deliver to Senior Mortgagee, as escrowee, partial releases for each of the proposed condominium units at the Property and hereby authorizes Senior Mortgagee to attach the legal description on behalf of HRP and in its stead for each such condominium units sold and deliver them for recording until the Senior Mortgagee is paid in full. HRP is not to receive any sale proceeds until Senior Mortgagee has been paid in full. Senior Mortgagee agrees that it shall not record any of the partial releases unless the same are being recorded incident to a sale of the particular condominium unit being released and Senior Mortgagee is also recording a partial release of the Senior Mortgage contemporaneously with HRP's release, it being the express intention of the parties that said releases are only to be recorded in the event of a sale of a condominium unit and in no other event. By executing said releases in advance of said condominium unit closings, it is not the intent or agreement of HRP, Senior Mortgagee and Mortgagor that HRP is otherwise releasing its existing Junior Mortgage lien against the Property. After Senior Mortgagee has been paid in full, Senior Mortgagee shall return to HRP any remaining executed partial releases. In paragraph 2 of the Agreement, "all (100%) of sales proceeds from each unit sold" shall mean all sales of proceeds, less closing costs, including commission, legal, title and recording fees and charges, customary prorations and other customary closing costs, as Senior Mortgagee in its sole discretion may reasonably determine, but in no event shall any proceeds be paid to Ilie Venter or other entity controlled by Ilie Venter, including but not limited to Mortgagor.

2. Except as modified by this Addendum, all of the terms of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, Senior Mortgagee, HRP, Shore Bank and Mortgagor have caused this Addendum to Agreement to be executed as of the 27th day of March, 2007.

JUNIOR MORTGAGEE:

MORTGAGOR:

HRP Winthrop, LLC

Venter & Associates, Inc.

By: Hazel Ravine Partners, LLC

By: [Signature]
Its: Manager

By: [Signature]
Ilie Venter, President

Shore Bank

By: [Signature]

SENIOR MORTGAGEE:

Mutual Bank

By: [Signature]
John R. Benik, Senior Vice President

STATE OF ILLINOIS)
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) SS
COUNTY OF)

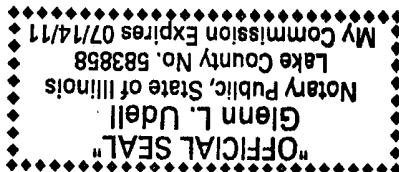
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ilie Venter is personally known to me as president of Venter & Associates, Inc., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as such president of said Venter & Associates, Inc., pursuant to authority, given by the Ilie Venter, as his/her own and free and voluntary act and as the free and voluntary act of said Venter & Associates, Inc. for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27 day of September, 2007.

[Signature]

Notary Public

My Commission Expires: _____



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

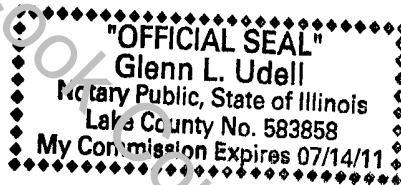
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Bill Ablans, the Manager of HRP Winthrope, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of September, 2007.

[Signature]

Notary Public

My Commission Expires: _____



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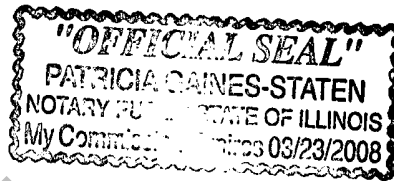
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Kevin Msujay, of Shore Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Vice President, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Shore Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of September, 2007.

Patricia Gaines Staten
Notary Public

My Commission Expires: 03/23/08



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that John R. Benik is personally known to me as Senior Vice President of Mutual Bank, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Mutual Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of Sept, 2007.

Patricia Gaines Staten
Notary Public

My Commission Expires: 03/23/08

