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Doc#: 0730560008 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/01/2007 09:48 AM Pg: 1 of 7

Prepared By and After
Recording Return To:

IFF
Attention: Jennifer Overton
One North LaSalle Street, Suite 700
Chicago, Illinois 60602

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT ("Agreement") is made as of October 29, 2007 by and between IFF Capital II LLC, an Illinois Limited Liability Company corporation ("Subordinated Lender"), and MB Financial, an Illinois banking corporation ("Senior Lender").

WITNESSETH:

WHEREAS, Senior Lender has made a loan ("Senior Loan") to Family Christian Health Center, an Illinois not for profit corporation ("Borrower") in the principal amount of One Million Seven Hundred Forty Four Thousand and no/100 Dollars (\$1,744,000.00), which Senior Loan is evidenced by that certain Promissory Note dated December 15, 2004 (the "Senior Note") and secured by, among other things, that certain First Mortgage and Security Agreement on 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 "Senior Mortgage"), which Senior Mortgage was recorded on January 13, 2005 in the Cook County Recorder's Office, as Document No. 0501302326. The Senior Note, Senior 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 "Senior Loan Documents";

WHEREAS, Subordinated Lender shall make a loan ("Subordinated Loan") to Borrower in the principal amount of Six Hundred Ninety Four Thousand One Hundred Thirty Two and 83/100 Dollars (\$694,132.83), which Subordinated Loan shall be evidenced by that certain Promissory Note, dated November 1, 2007, (the "Subordinated Note") and secured by that certain Mortgage against the Property, dated as of the date of the Subordinated Note, 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

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recorded immediately prior to the recordation hereof in the Office of the Recorder of Cook County, Illinois. 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"; and

WHEREAS, Subordinated Lender has agreed that the lien of the Subordinated Loan Documents 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 Mortgage. 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 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 by personal delivery or by certified mail, return receipt requested, at the address set forth below its signature, which notice shall be deemed effective upon receipt. Subordinated Lender shall have ninety (90) days after receipt of the notice of Borrower's default to cure such default on behalf of Borrower provided that if such default cannot reasonably be cured within such ninety (90) day period and Subordinated Lender shall have commenced to remedy such default and is diligently pursuing the cure of such default, then such ninety (90) day period shall be extended to such time as Subordinated Lender shall reasonably require to cure such default, including such time as is necessary to gain possession of the Property (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 Notice. Senior Lender agrees that the Senior Loan Documents shall not be modified, amended or extended without the prior written consent of Subordinated Lender, which consent may be withheld in its sole and absolute discretion.
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 insuring, preserving or otherwise protecting the Property and its value.

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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 which 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.

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

SENIOR LENDER

MB FINANCIAL, an Illinois banking corporation

By: *A. B...*
Name: *Jan B...*
Its: *Vice President*

SUBORDINATED LENDER

IFF CAPITAL II LLC, an Illinois Limited Liability Company

BY IFF, an Illinois not-for-profit corporation; its Managing Member

By: *M. Hedrick*
Name: Michael Hedrick
Its: Chief Financial Officer

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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Jan Borgia, personally known to
me to be the Vice President of MB Financial, 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 the _____ of said
_____, he/she signed and delivered the instrument,
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 25th day of October 2007.

Lisa Gavin

Notary Public

Commission expires 3/29/2009



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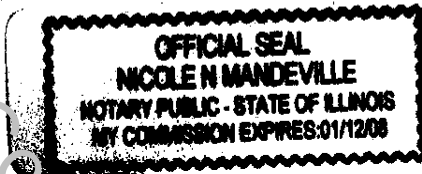
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Nicole N. Mandeville a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Michael Hedrick, personally known to me to be the Chief Financial Officer of IFF Capital II LLC, an Illinois Limited Liability Company, by IFF, an Illinois not-for-profit corporation, its Managing Member, 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 Chief Financial Officer, he signed and delivered the said instrument as such Chief Financial Officer, pursuant to authority, given by the Board of Directors of said corporation as his 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 29th day of October, 2007.

Nicole N. Mandeville
Notary Public

Commission expires 01/12/08



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EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN THE FAMILY CHRISTIAN HEALTH CENTER CONSOLIDATION OF LOTS 23 THRU 42 AND THAT PART OF THE EAST-WEST ALLEY LYING EAST OF THE WEST LINE OF SAID LOT 29 EXTENDED SOUTH AND WEST OF THE EAST LINE OF SAID LOT 29 EXTENDED SOUTH, IN BLOCK 129 IN HARVEY, A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 31 W. 155th Street, Harvey, Illinois
PIN: 29-18-230-006

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