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Box 400-CTCC

Handwritten initials

D. The Junior Mortgage secures the indebtedness evidenced by a certain Promissory Note (the "Junior Note") made by Borrower payable to the order of Junior

C. Junior Mortgage is the owner and holder of a certain Mortgage, Security Agreement and Fixture Filing (the "Junior Mortgage") made by Borrower to the Junior Mortgage, recorded in the Cook County Recorder's Office, Cook County, Illinois, on February 27, 2007, as Document No. 0705844019 encumbering the Property.

B. The Senior Mortgage secures the indebtedness evidenced by a certain Mortgage Note (the "Senior Note") dated December 21, 2007, made by Borrower and payable to the order of Senior Mortgage in the original principal amount of THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00). The Senior Mortgage and the Senior Note, together with any and all other documents and instruments evidencing and securing the Senior Note are hereinafter collectively referred to as the "Senior Loan Documents."

A. Senior Mortgage is the owner and holder of a certain Mortgage, Assignment of Leases and Rents and Security Agreement (the "Senior Mortgage") made by CHICAGO FAMILY HEALTH CENTER, INC., an Illinois not-for-profit corporation ("Borrower"), dated as of December 21, 2007, and recorded in the Cook County Recorder's Office, Cook County, Illinois on December 21, 2007, as Document No. 0736033132 encumbering the property commonly known as 9119 and 9140 South Exchange Avenue, Chicago, Illinois (the "Property"), as legally described on Exhibit A attached hereto.

FACTS:

THIS SUBORDINATION AGREEMENT (the "Agreement") is made as of this 21st day of December, 2007, between BEVERLY BANK AND TRUST COMPANY N.A., a national banking association ("Senior Mortgage") and IFF CAPITAL II LLC, an Illinois limited liability company ("Junior Mortgage").

Property: 9119 and 9140 South Exchange Avenue, Chicago, Illinois

SUBORDINATION AGREEMENT

This Document Prepared By And
When Recorded Return To:
Timothy S. Breems
Ruff, Weidenaar & Reidy, Ltd.
222 N. LaSalle Street
Suite 700
Chicago, Illinois 60601
(312) 263-3890

Doc#: 0736233132 Fee: \$40.00
Eugene "Gene" Moore RHP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/28/2007 01:09 PM Pg: 1 of 9



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Mortgagee in the original principal amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). The Junior Mortgage and the Junior Note, together with any and all other documents and instruments evidencing and securing the Junior Note, are hereinafter collectively referred to as the "Junior Loan Documents."

E. All obligations of Borrower to Senior Mortgagee now existing or hereafter arising, due or to become due, under the Senior Note and the Senior Loan Documents are herein called the "Senior Liabilities."

F. All obligations of Borrower to Junior Mortgagee now existing or hereafter arising, due or to become due, under the Junior Note and the Junior Loan Documents are herein called the "Junior Liabilities."

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Senior Mortgagee to permit the loan evidenced by the Junior Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent, warrant and agree as follows:

1. Incorporation of Recitals. The Recitals of this Agreement are incorporated herein and made a part hereof by this reference hereto.
2. Subordination of Liens. Junior Mortgagee hereby agrees that the Junior Note and Junior Mortgage shall be subordinate and inferior to the Senior Note and the Senior Mortgage and that the liens and security interests created by the Junior Loan Documents are and shall be subordinate and inferior to the liens and security interests created by the Senior Loan Documents and to any and all amendments, modifications, extensions, replacements or renewals of the Senior Loan Documents, and to any and all advances heretofore made or hereafter to be made (up to \$3,000,000.00, plus interest and other charges) under the Senior Loan Documents pursuant to the terms thereof.
3. Notices of Default: Forbearance of Action and Payment. Junior Mortgagee shall give Senior Mortgagee prompt written notice of the occurrence of any default under or with respect to the Junior Loan Documents. Junior Mortgagee hereby agrees that until the Senior Liabilities have been paid in full to Senior Mortgagee and the Senior Loan Documents have been released, Junior Mortgagee shall not take any action of any kind, without the prior written consent of Senior Mortgagee, to enforce any right or remedy provided for in the Junior Loan Documents, whether at law or in equity, specifically including, but not limited to, any proceeding seeking or contemplating foreclosure of the Junior Mortgage. From and after Junior Mortgagee's receipt of notice from Senior Mortgagee that a default under the Senior

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Loan Documents has occurred, and while said default is continuing, Junior Mortgagee will not demand, receive or accept, and Borrower will not make any payment (whether for principal, interest or other sums), with respect to the loan evidenced by the Junior Loan Documents. Notwithstanding the foregoing, Senior Mortgagee's failure to give, or delay in giving, any such notice shall not affect the subordination of the Junior Loan Documents hereunder. In the event Junior Mortgagee shall receive any payment which Junior Mortgagee is not entitled to receive or retain under the terms of this Agreement, Junior Mortgagee will hold the amount so received in trust for Senior Mortgagee and shall immediately deliver such payment to Senior Mortgagee in the form received (except Junior Mortgagee shall endorse the form of payment where necessary) for application to the Senior Liabilities.

4. Permitted Actions by Senior Mortgagee. Senior Mortgagee may, from time to time, in its sole discretion and without notice to Junior Mortgagee, retain or obtain a security interest in any property to secure any of the Senior Liabilities, and retain or obtain the primary or secondary obligation of any other obligor or obligors with respect to any of the Senior Liabilities.

(a) Senior Mortgagee shall have the right, without the consent of Junior Mortgagee in each instance, to enter into any amendment, deferral, extension, modification, increase, renewal, replacement, consolidation, supplement or waiver (collectively, a "Senior Loan Modification") of the Senior Loan Documents, provided that no such Senior Loan Modification shall (i) increase the principal amount due under the Senior Loan Documents; (ii) increase, in any other material respect, any monetary obligations of Borrower under the Senior Loan Documents; or (iii) shorten the scheduled Maturity Date of the Loan evidenced by the Senior Loan Documents.

(b) Junior Mortgagee shall have the right, without the consent of Senior Mortgagee in each instance, to enter into any amendment, deferral, extension, modification, increase, renewal, replacement, consolidation, supplement or waiver (collectively, a "Junior Loan Modification") of the Junior Loan Documents, provided that no such Junior Loan Modification shall (i) increase the principal amount of the loan evidenced by the Junior Loan Documents; (ii) increase, in any other material respect, any monetary obligations of Borrower under the Junior Loan Documents; or (iii) shorten the scheduled maturity date of the loan evidenced by the Junior Loan Documents.

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(c) Senior Mortgagee shall deliver to Junior Mortgagee copies of any and all modifications, amendments, extensions, consolidations, spreaders, restatements, alterations, changes or revisions to any one or more of the Senior Loan Documents (including, without limitation, any side letters, waivers or consents entered into, executed or delivered by Senior Mortgagee) within a reasonable time after any of such applicable instruments have been executed by Senior Mortgagee.

(d) Junior Mortgagee shall deliver to Senior Mortgagee copies of any and all modifications, amendments, extensions, consolidations, spreaders, restatements, alterations, changes or revisions to any one or more of the Junior Loan Documents (including, without limitation, any side letters, waivers or consents entered into, executed or delivered by Junior Mortgagee) within a reasonable time after any of such applicable instruments have been executed by Junior Mortgagee.

5. Assignment. Senior Mortgagee may, from time to time, at its discretion and upon notice to Junior Mortgagee, assign or transfer any or all of the Senior Liabilities or any interest therein; and notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Senior Liabilities shall be and remain Senior Liabilities for the purpose of this Agreement, and every immediate and successive assignee or transferee of any of the Senior Liabilities or, of any interest therein shall, to the extent of the interest of such assignee or transferee in the Senior Liabilities, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferee were Senior Mortgagee.

6. Notice and Right to Cure. Senior Mortgagee agrees that, as and when Senior Mortgagee gives notice of a default to Borrower under the Senior Loan Documents, and prior to Senior Mortgagee's exercise of any remedies under such Senior Loan Documents, Senior Mortgagee shall also give Junior Mortgagee notice thereof by personal delivery or by certified mail, return receipt requested, at the notice address, which notice shall be deemed effective upon personal delivery or, on the second (2nd) business day after mailing. In the event such default may be cured by a payment of money to Senior Mortgagee, Junior Mortgagee shall have ten (10) days after receipt of the notice of Borrower's default to cure such monetary default. In the case of a non-monetary default under the Senior Loan Documents, Junior Mortgagee shall have the same period of time as is given Borrower to cure such non-monetary default. Senior Mortgagee agrees not to exercise its remedies under the Senior Loan

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Documents until the expiration of the foregoing cure periods. Senior Mortgagee shall accept cure by Junior Mortgagee of such default as if such cure was made by Borrower, provided such cure is effected within the foregoing cure periods.

7. Successors and Assigns. This Agreement shall be binding upon Junior Mortgagee and Senior Mortgagee and their respective successors and assigns and shall inure to the benefit of Junior Mortgagee and Senior Mortgagee and their respective successors and assigns.

8. Notice. Any notice, demand or other communication which any party may desire or may be required to give hereunder to any other party shall be in writing, and shall be deemed given (i) if and when personally delivered, (ii) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set forth below, or (iii) on the second (2nd) business day after being deposited in United States certified mail, return receipt requested, postage prepaid, addressed to a party at its address set forth below:

<p>If to Senior Mortgagee: Beverly Bank and Trust Company N.A. 10258 S. Western Avenue Chicago, IL 60643 Attention: Dennis O'Malley, President</p> <p>With a copy to: Ruff, Weidenaar & Reidy, Ltd. 222 N. LaSalle St. Suite 700 Chicago, IL 60601 Attn: Timothy S. Breems</p> <p>If to Junior Mortgagee: IFF Capital II, LLC One North LaSalle Street Suite 700 Chicago, IL 60602 Attn: Michael Hendrick, Chief Financial Officer</p> <p>With a copy to: Barnes & Thornburg LLP One North Wacker Drive Suite 4400 Chicago, IL 60606 Attn: Wesley Broquard</p>	
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Any party hereto may change the address at which notices hereunder are required to be given to such party by notice to the other parties in accordance herewith.

9. Governing Law and Interpretation of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Wherever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10. Execution of Additional Documents. Junior Mortgagee agrees to execute such further documents or instruments and take such further actions as Senior Mortgagee may reasonably request from time to time to carry out the intent and purpose of this Agreement.

11. Termination. This Agreement shall terminate upon full and final payment of any and all amounts due under the Senior Liabilities.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first written above.

JUNIOR MORTGAGEE:

IFF Capital II, LLC, an Illinois limited liability company

By: Illinois Facilities Fund, its Manager

Michael Hedrick
Chief Financial Officer

SENIOR MORTGAGEE:

Beverly Bank and Trust Company N.A.

By: Thomas Munoz

Name: Thomas Munoz

Title: S.V.P.

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STATE OF)
ILLINOIS COUNTY) SS
OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Michael Hedrick personally known to me to be the CFO of IFF CAPITAL II LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument as such CFO appeared before me this day and acknowledged to me that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of December, 2007.

[Signature]
NOTARY PUBLIC

My Commission Expires:

12/1/2008

STATE OF ILLINOIS)
COUNTY OF COOK) SS
)



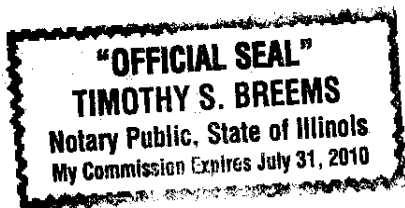
I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Thomas Muritz, personally known to me to be the of BEVERLY BANK AND TRUST COMPANY N.A., a national banking association, and the same person whose name is subscribed to the foregoing instrument as such Senior Vice President appeared before me this day and acknowledged to me that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of December, 2007.

[Signature]
NOTARY PUBLIC

My Commission Expires:

July 31, 2010



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CONSENT AND AGREEMENT OF BORROWER

The undersigned hereby acknowledges the terms of and consents to the foregoing Subordination Agreement and agrees that (i) said Agreement does not constitute a waiver or partial waiver by Senior Mortgagee of any of its rights under the Senior Loan Documents, or in any way release the undersigned from its obligations to comply with the terms and conditions contained in the Senior Loan Documents; (ii) said Agreement does not constitute a waiver or partial waiver by Junior Mortgagee of any of its rights under the Junior Loan Documents, or in any way release the undersigned from its obligations to comply with the terms and conditions contained in the Junior Loan Documents; and (iii) the undersigned will not take any action contrary to or inconsistent with this Agreement.

Dated as of December 21, 2007.

CHICAGO FAMILY HEALTH CENTER,
INC., an Illinois not-for-profit corporation

By: Wendy R. Cox
Name: Wendy R. Cox
Its: CEO

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

THE SOUTH 61.00 FEET OF LOTS 1 TO 4 AND ALL OF LOTS 5, 6, 7, 8, 9, 17, 18, 19, 20, 21, 22, 23, 24, 25 AND 56 IN BLOCK 72 IN SOUTH CHICAGO, A SUBDIVISION BY CALUMET AND CHICAGO CANAL AND DOCK CO., OF THE EAST ½ OF THE WEST ½ AND PARTS OF THE EAST FRACTIONAL ½ OF FRACTIONAL SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE AND THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, LYING NORTH OF THE MICHIGAN SOUTHERN RAILROAD AND FRACTIONAL SECTION 5 NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST/WEST 20-FOOT ALLEY, LYING SOUTH OF AND ADJOINING LOTS 1 TO 9 IN BLOCK 72 AND LYING WEST OF THE EAST LINE OF SAID LOT 1 IN BLOCK 72, EXTENDED SOUTHERLY TO THE NORTHEAST CORNER OF LOT 17 IN BLOCK 72 AND LYING EAST OF THE WEST LINE OF SAID LOT 9 IN BLOCK 72, EXTENDED SOUTHERLY TO THE NORTH LINE OF LOT 56 IN BLOCK 72 IN SOUTH CHICAGO, AFORESAID.

PARCEL 3:

THAT PART OF THE NORTH/SOUTH 20-FOOT ALLEY, LYING EAST OF AND ADJOINING LOT 56 IN BLOCK 72 AND THE EASTERLY AND SOUTHEASTERLY PROJECTIONS OF THE NORTHERLY AND SOUTHWESTERLY LOT LINES, AND LYING WEST OF AND ADJOINING LOTS 17 TO 24, BOTH INCLUSIVE IN BLOCK 72 AND THE WESTERLY PROJECTION OF THE NORTHERLY LINE OF LOT 17 IN BLOCK 72 AND THE NORTHWESTERLY PROJECTION OF THE SOUTHWESTERLY LINE OF LOT 24 IN BLOCK 72 IN SOUTH CHICAGO, AFORESAID.

PARCEL 4:

Lots 26, 27, 28, 29, 30 AND 31 IN DAVID RESUBDIVISION OF LOT 12 IN BLOCK 71 IN SOUTH CHICAGO, A SUBDIVISION BY THE CALUMET AND CHICAGO DOCK COMPANY OF THE EAST ½ AND THE EAST FRACTIONAL ½ OF FRACTIONAL SECTIONS 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s: 26-06-401-074-0000; 26-06-401-010-0000; 26-06-402-011-0000;
26-06-402-012-0000; 26-06-402-028-0000; 26-06-402-029-0000

Address: 9119 S. Exchange, Chicago, IL 60617