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THIS INSTRUMENT PREPARED BY
AND PLEASE RETURN TO:
Polsinelli Shalton Flanigan Suelthaus PC
180 N. Stetson, Suite 4525
Chicago, Illinois 60601
Attn: Jennifer L. Worstell, Esq.



Doc#: 0800733238 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/07/2008 01:48 PM Pg: 1 of 9

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4 of 4

SUBORDINATION AGREEMENT

THIS AGREEMENT is executed on Dec 28, 2007, among Builders Capital, LLC, an Illinois limited liability company ("Junior Lender"), and 2401 Clybourn LLC, an Illinois limited liability company ("Mortgagor") for the benefit of Midwest Bank and Trust Company, an Illinois banking corporation ("Senior Lender").

WITNESSETH:

A. Mortgagor holds fee simple title to the property commonly known as 2401 N. Clybourn, Chicago, Illinois ("Real Estate"), which is legally described on Exhibit A attached hereto. Junior Lender is the holder of the following security documents (collectively "Junior Loan Documents") executed on May 9, 2005 and affecting the Real Estate:

1. Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Fixture Filing recorded with the Cook County Recorder of Deeds on May 13, 2005 as Document No. 0513303037 ("Junior Mortgage");
2. Promissory Note in the amount of \$497,000.00 ("Junior Note"); and
3. certain other documents and items of even date therewith.

B. The Junior Security Documents are encumbrances against the Real Estate, together with the buildings and improvements located thereon (the "Mortgaged Property").

C. The Junior Security Documents are subject and inferior to the following documents in favor of Senior Lender executed concurrently herewith (collectively "Senior Security Documents") affecting the Real Estate:

1. Mortgage ("Senior Mortgage") recorded as document no. 0800733235;

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2. Promissory Note in the amount of \$4,300,000.00 ("Senior Note");
3. Assignment of Rents; and
4. certain other documents executed concurrently herewith.

D. Concurrently herewith, Junior Lender and Mortgagor are entering into certain loan modification documents regarding the Junior Loan, which are also subject and inferior to the Senior Security Documents (collectively "Junior Modification Documents").

E. Senior Lender has requested that Junior Lender execute this Agreement to confirm the priority of the Senior Security Documents over the Junior Loan Documents and Junior Modification Documents (collectively "Junior Security Documents") and to confirm certain other agreements of the parties.

NOW THEREFORE, Junior Lender does hereby covenant and agree with Senior Lender as follows:

1. The Junior Security Documents and any and all of the terms, modifications, amendments, renewals, additions, consolidations and extensions of the foregoing Junior Security Documents shall be subject and subordinate to all liens and security interests created under the Senior Security Documents for all sums which may be advanced, 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 Security Documents and to any and all modifications, amendments, renewals, additions, consolidations, extensions and replacements of any of the Senior Security Documents.

2. Notwithstanding anything to the contrary contained in the Junior Security Documents:

(a) If any action or proceeding shall be brought to foreclose any of the Junior Security Documents, no tenant of any portion of the Mortgaged Property, no manager of the Mortgaged Property will be named as a party defendant in any such foreclosure action or proceeding, nor will any other action be taken with respect to any tenant of any portion of the Mortgaged Property, or with respect to any such manager, the effect of which would be to terminate any lease of any portion of the Mortgaged Property, or any such management agreement, without the consent of the holder of the outstanding Senior Security Documents.

(b) If any action or proceeding shall be brought to foreclose the Junior Security Documents, no portion of the rents, issues and profits of the Mortgaged Property shall be collected except through a receiver appointed by the Court in which such foreclosure action or proceeding is brought, after due notice of the application for the appointment of such receiver shall have been given to the holder of the outstanding Senior Security Documents; and that the rents, issues and profits so collected by such receiver shall be applied Senior to the payment of

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maintenance and operating charges and disbursements incurred in connection with the operation and maintenance of the Mortgaged Property, and then to the payment of the indebtedness due and owing on, or to become due and owing on, the Senior Security Documents; and, if during the pendency of any such foreclosure action or proceeding, an action or proceeding shall be brought by the holder of the Senior Security Documents for the foreclosure of such Senior Security Documents and an application is made for an extension of such receivership for the benefit of the holder of such Senior Security Documents, all such rents, issues and profits held by such receivers of the date of such application shall be applied by the receiver solely for the benefit of the holder of such Senior Security Documents and the holders of the Junior Security Documents shall not be entitled to any portion thereof.

(c) If a notice of default or any action or proceeding shall be brought to foreclose the Junior Security Documents, due notice of such notice of default or of the commencement of such action or proceeding will be given to the holder of the outstanding Senior Lender Loan Documents and true copies of all such notices and all papers served or entered in any such action or proceeding will be served upon the holder of such Senior Security Documents.

(d) In the event the holder of the Senior Security Documents shall release, for the purposes of restoration of all or any part of the Mortgaged Property, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or in and to any awards, or in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, the holders of the Junior Security Documents shall likewise for such purpose releases all of their rights, title and interest, if any, in and to such insurance proceeds or awards.

(e) Any assignment of rents or leases contained in the Junior Security Documents, or in any collateral assignment thereof if separate therefrom, shall be in all respects subject and subordinate to the Senior Security Documents and any collateral assignment of such rents or leases if separate therefrom.

(f) The holders of the Junior Security Documents shall not acquire, by subrogation or otherwise, any lien, estate, right or other interest in the Mortgaged Property which is or may be prior in right to the Senior Security Documents, including, without limitation, advances for real estate taxes and assessments or advances to cure any default under the Senior Security Documents.

(g) If there is proposed any amendment, modifications, consolidation, extension or alteration of either the Junior Security Documents or the terms of the Junior Security Documents, then, prior to making any such amendment, modification, consolidation, extension or modification, Mortgagor and Junior Lender shall Senior obtain the consent of the holder of the Senior Security Documents and further shall be required to: (i) have any guarantor of the Senior Security Documents consent to same, and (ii) provide evidence satisfactory to the holder of the Senior Security Documents that foreclosure of the Junior Security Documents will not terminate or constitute a default under any lease or management agreement.

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(h) All provisions of the Junior Security Documents relating to the rights of the holders of the Junior Security Documents to receive insurance proceeds and condemnation awards or to have such insurance proceeds and condemnation awards assigned to such holder, or to determine the application or use of such insurance proceeds and condemnation awards (whether to restoration, costs or as and to the extent provided in the Senior Security Documents, the sums secured by such Senior Security Documents) shall have no force of effect until satisfaction and discharge of all obligations under the Senior Security Documents and release of the security interests set forth therein.

(i) The indebtedness secured by the Junior Security Documents shall be limited to the principal amount of the promissory notes or instruments evidencing grants secured by the Junior Security Documents (in the aggregate amount of \$497,000.00) plus certain accrued but unpaid interest, but in no event to exceed the amount of \$1,200,000.00. No other indebtedness of Mortgagor and no other further advances, if made, shall be secured by the lien of the Junior Security Documents.

(j) To further evidence the subordinations referred to in (a) through (i) above, Junior Lender agrees that, within twenty (20) days after request by the holder of the Senior Security Documents (which requests may be made from time to time, including, such times as future advances may be made to the Mortgagor by Senior Lender) it will do, execute, acknowledge and deliver any and all such further acts, deeds, conveyances and instruments, or reaffirmations of this subordination, as the holder of such Senior Security Documents may reasonably request for the better assuring and evidencing of the foregoing subordinations.

(k) In no event shall the provisions of the Junior Security Documents prohibit or restrict Mortgagor from executing, acknowledging and delivering all and every such further acts, deeds, conveyances and instruments that Mortgagor is obligated to deliver under the Senior Security Documents.

(l) The holders of the Senior Security Documents and the Junior Security Documents shall send true copies of all default or acceleration notices, or of notices of the commencement of any action or proceeding under the Senior Security Documents or Junior Security Documents, and of all papers served or entered in any such action or proceeding, to the holder of the Senior Security Documents and Junior Security Documents, in the manner for notices specified herein, contemporaneously with sending or serving the same to or on Mortgagor, or entering the same in such action or proceeding. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by certified mail to the addresses hereafter set forth or to such other place as any party hereto may by notice in writing designate, shall constitute service of notice hereunder:

IF TO SENIOR LENDER:

Midwest Bank and Trust Company
Bucktown/Wicker Park Banking Center
1601 N. Milwaukee Avenue
Chicago, Illinois 60647

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IF TO MORTGAGOR: 2401 Clybourn LLC
1122 N. LaSalle Street
Chicago, Illinois 60610

IF TO JUNIOR LENDER: Builders Capital, LLC
210 Quail Ridge Drive
Westmont, Illinois 60559
Attn: Denis J. Daly, Jr.

(m) If a default shall occur beyond applicable grace periods under either of the Junior Security Documents, the holder of the Junior Security Documents shall not accelerate the debt secured by the Junior Security Documents without notifying the holder of the Senior Security Documents of such fact and giving the latter at least thirty (30) days to cure the specified default (and shall accept any cure of the default tendered by or on behalf of the holder of such Senior Security Documents) subject to the additional limitations set forth in the Junior Security Documents.

(n) Within twenty (20) days after request from the holder of the Senior Security Documents, the holders of the Junior Security Documents shall execute and deliver to the former an estoppel certificate stating: (i) the outstanding principal balance of the Junior Security Documents and any accrued but unpaid interest thereon, (ii) the date to which interest and principal has been paid, (iii) that the Junior Security Documents and promissory notes thereby secured have not been modified or amended, except as specified therein, and (iv) whether a notice of default has been sent under the Junior Security Documents, as the case may be, or the promissory notes thereby secured, which default remains uncured.

3. All of the foregoing subordination provisions and other agreements in this Subordination are for the express benefit of Senior Lender and any future holder of the Senior Security Documents.

4. In the event of any conflict between the provisions of this Subordination and any other provisions of the Junior Security Documents, the provisions of this Subordination shall take priority and shall control and apply.

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IN WITNESS WHEREOF, Junior Lender, Mortgagor and Senior Lender have caused this Agreement to be executed as of the day and year Senior above written.

SENIOR LENDER:

JUNIOR LENDER:

Midwest Bank and Trust Company, an Illinois banking corporation

Builders Capital, LLC, an Illinois limited liability company

By: Brent W. Meder
Its Vice President

By: _____
Its _____

MORTGAGOR:

2401 Clybourn, LLC, an Illinois limited liability company

By: [Signature]
Its MEMBER

STATE OF ILLINOIS

) SS

COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Brent Meder, Vice President of Midwest Bank and Trust Company, 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 s/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 12/28, 2007

Shawnese Carson
Notary Public



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IN WITNESS WHEREOF, Junior Lender, Mortgagor and Senior Lender have caused this Agreement to be executed as of the day and year Senior above written.

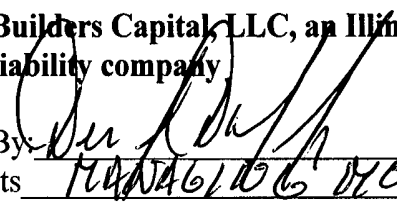
SENIOR LENDER:

Midwest Bank and Trust Company, an Illinois banking corporation

By: _____
Its _____

JUNIOR LENDER:

Builders Capital LLC, an Illinois limited liability company

By: 
Its MANABLO H. BONDURA

MORTGAGOR:

2401 Clybourn, LLC, an Illinois limited liability company

By: _____
Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that _____, _____ of Midwest Bank and Trust Company, 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 s/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2017.

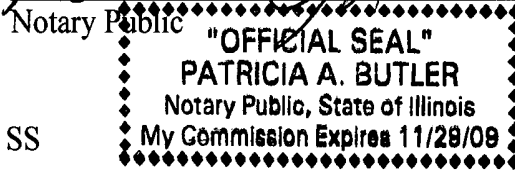
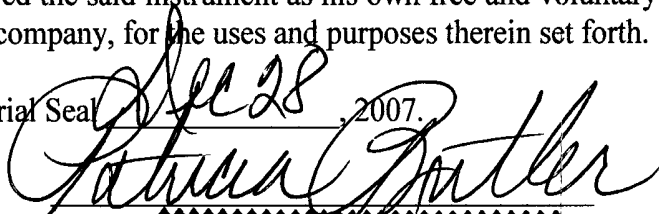
Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that _____, _____ of 2401 Clybourn LLC, an Illinois limited liability company, 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 signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

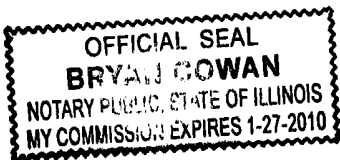
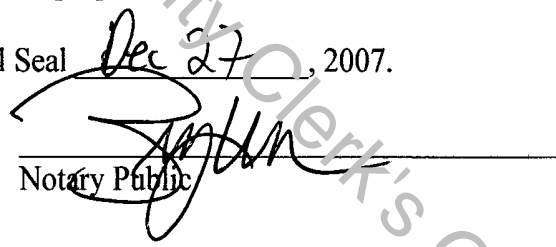
GIVEN under my hand and Notarial Seal Dec 28, 2007.



STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Denis J. Daly, Jr., Managing Member of Builders Capital, LLC, an Illinois limited liability company, 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 signed and delivered the said instrument as his 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 Dec 27, 2007.



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EXHIBIT A
LEGAL DESCRIPTION

LOT 19 IN BLOCK 5 IN FULLERTON'S SECOND ADDITION TO CHICAGO, A SUBDIVISION IN THE SOUTH ½ OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 2401 N. Clybourn Avenue, Chicago, Illinois
P.I.N.: 14-30-410-035-0000

Property of Cook County Clerk's Office