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PREPARED BY:

SomerCor 504, Inc.
601 S. La Salle, Suite 510
Chicago, IL 60605

Doc#: 0808418006 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/24/2008 10:23 AM Pg: 1 of 4

WHEN RECORDED MAIL TO:

SomerCor 504, Inc.
601 S. La Salle, Suite 510
Chicago, IL 60605
Attn: David Frank

SUBORDINATION AGREEMENT

NOTICE THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This agreement, made this 20th day of March, 2008, by **10900 South Route 83, LLC** owner of the land hereinafter described and hereinafter referred to as "OWNER", and **Michael and Michele DeArcangelis** present holder of a mortgage hereafter described and hereinafter referred to as "collectively, the MORTGAGEE"

THAT WHEREAS, OWNER, did execute a mortgage, dated February 25, 2008, covering that certain real property thereon described as follows:

SEE EXHIBIT A

to secure a note for a sum of \$275,000.00, in favor of MORTGAGEE, which mortgage was recorded February 29, 2008, as Document No. 0806040310 (referred hereinafter as "mortgage by MORTGAGEE" or "MORTGAGEE's Mortgage"), all in the State of Illinois with the Recorder's Office of the County of Cook; and

WHEREAS, OWNER has executed, a mortgage and note in the sum of \$850,000, dated February 25, 2008, in favor of SomerCor 504, Inc. and assigned to the U.S. Small Business Administration, hereinafter referred to as "LENDER", payable with interest and upon the terms and conditions described therein, which mortgage was recorded March 14, 2008 as Document Number 0807434091 and assigned to the U.S. Small Business Administration which assignment was recorded March 14, 2008, as Document Number 0807434092 (referred hereinafter as "mortgage by LENDER" or "mortgage in favor of LENDER") all with the Recorder's Office of the County of Cook, State of Illinois; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage by LENDER shall unconditionally be and remain at all times a lien upon the land hereinbefore described, prior and superior to the lien of the mortgage by MORTGAGEE; and

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WHEREAS, LENDER is willing to make said loan provided the mortgage securing the lien upon the above described property is prior and superior to the lien of the mortgage by MORTGAGEE and provided that MORTGAGEE will specifically and unconditionally subordinate the lien of the mortgage by MORTGAGEE to the lien of the mortgage in favor of LENDER; and

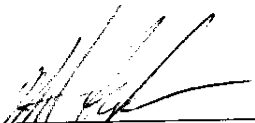
WHEREAS, it is to the mutual benefit of the parties hereto that LENDER makes such loan to OWNER; and LENDER is willing that the mortgage securing the same shall, when recorded, constitute a lien upon said land which is unconditionally prior and superior to the lien of the mortgage by MORTGAGEE.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce LENDER to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said mortgage securing said note in favor of LENDER shall unconditionally be and remain at all times a lien on the property therein described, prior and superior to the lien of the mortgage by MORTGAGEE.
- (2) That LENDER would not make its loan above described without this SUBORDINATION AGREEMENT.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien of the MORTGAGEE's mortgage to the lien of the mortgage in favor of the lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the MORTGAGEE's mortgage, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages or to another deed or deeds of trust.

DATED: 3/24, 2008

MORTGAGEE:


Michael DeArcangelis

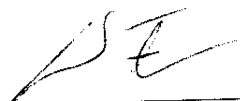

Michele DeArcangelis

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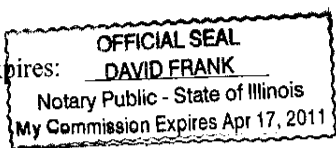
STATE OF ILLINOIS)
)
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County and the State aforesaid, do hereby certify that **Michael DeArcangelis** personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 24th day of March, 2008.



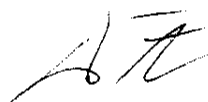
Notary Public

My Commission Expires: 

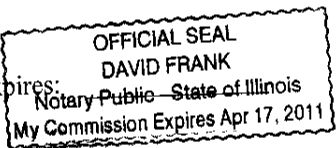
STATE OF ILLINOIS)
)
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County and the State aforesaid, do hereby certify that **Michele DeArcangelis** personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 24th day of March, 2008.



Notary Public

My Commission Expires: 

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: Parcel 1: The North 121.17 feet of Lot 1 in Doolin and Kirk's Resubdivision of the East 404.7 feet of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian, (except Lots 1 to 5, both inclusive, in Christian Boes Subdivision of certain parts thereof) and excepting that part of said Lot 1 in said Resubdivision falling within a tract described as follows: beginning 837.6 feet North of the Southeast corner of said Section 14; thence West 300 feet; thence North 50 feet; thence East 300 feet; thence South 50 feet to the point of beginning, in Cook County, Illinois.

Parcel 2: That part of Lot 2 in Doolin and Kirk's Resubdivision of the East 404.7 feet of the Southwest Quarter of the Southeast Quarter together with the Southeast Quarter of the Southeast Quarter (except Lots 1 to 5, both inclusive, in Christian Boes Subdivision of certain parts thereof) of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian according to the plat thereof recorded August 30, 1889 as document 1149383 in Book 37 of Plats, Page 18, described as follows: beginning at the Southeast corner of said Lot 2 on the center line of Sag-Lemont Road; thence North along the East line of said Lot 2 a distance of 436 feet to a point of beginning; thence West and parallel to the Southerly line of said Lot 2 a distance of 300 feet; thence Northerly on a line parallel to the East line of said East line extended North a distance of 415.40 feet more or less to the North line of said Lot 2; thence East along the North line of said Lot 2 to its point of intersection with the Southwesterly line of the certain strip of land dedicated for road purposes by instrument dated June 3, 1937 and recorded June 11, 1937 as document 12010930; thence Southeasterly along the said Southwesterly line of that certain strip dedicated for road purposes by instrument recorded as document 12010930 to its point of intersection with the North line of Lot 1 of said Doolin and Kirk's Resubdivision; thence West along the said North line of Lot 1 to the Northwest corner of said Lot 1; thence South along the West line of Lot 1 (being also an East line of said Lot 2) to the point of beginning, (excepting from said aforesaid parcel that part thereof described as follows: beginning at the point of intersection of the North line of said Lot 2 with the Westerly right of way of a public highway dedicated by instrument dated June 3, 1937 and recorded June 11, 1937 as document number 12010930; thence Southeasterly along a curve to the right having a radius of 1453.75 feet and a chord bearing of South 42 degrees 49 minutes 39 seconds East, a distance of 21.83 feet to a point in the Westerly right of way of the aforementioned public highway; thence South 35 degrees 36 minutes 32 seconds West a distance of 52.25 feet to a point; thence North 29 degrees 50 minutes 57 seconds West a distance of 66.96 feet to a point in the North line of Lot 2; thence North 89 degrees 30 minutes 33 seconds East along the North line of said Lot 2, a distance of 48.92 feet to the point of beginning, in Cook County, Illinois.

Permanent Index #'s: 22-14-401-010-0000 Vol. 062 and 22-14-401-026-0000 Vol. 062

Property Address: 10900 Route 83, Lemont, Illinois 60439