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Instrument Prepared by: Lance Johnson Martin & Karcazes, Ltd. 161 North Clark Street - Suite 550 Chicago, Illinois 60601

Doc#: 0824905156 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/05/2008 04:03 PM Pg: 1 of 3

-Mail-to:

GOLD COAST BANK 1201 N. Clark St. – Suite 204 Chicago, Illinois 60610

Synergy 111966
MORTGAGE SUBORDINATION AGREEMENT

This Agreement is made and entered into as of this 19th day of JULY, 2008, by and between GOLD COAST BANK and itself (the "Lender" and also the "Mortgagee"), which maintains an office and place of business at 1201 N. Clark St., Suite 204, Chicago, Illinois 60610.

RECITALS

WHEREAS, Mortgagee is the holder of a note in the original amount of \$200,000.00, secured by a mortgage dated October 19, 2007 and recorded as Document No. 0731133141 with the Recorder of Deeds of Cook County, Illinois made by TED & PAUL, LLC, an Illinois limited liability company, (the "Mortgagor") to Mortgagee upon the real estate commonly known as 5351 N. DAMEN, CHICAGO, ILLINOIS, County of Cook, State of Illinois (the "Property") and legally described as follows: SEE ATTACHED EXHIBIT "A".

LOTS 12 AND 13 IN BLOCK 2 IN NICHOLAS MILLER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7. TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 511 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PIN: 14-07-210-001-0000

WHEREAS, Lender is the holder of a note in the original amount of \$3,450,000.00 (the "Loan"), secured by a mortgage dated July 19, 2007 and recorded as Document No. 0721541129 with the Recorder of Deeds of Cook County, Illinois made by the Mortgagor to Lender upon the Property;

WHEREAS, Borrower wants Lender to make an additional advance of \$50,000.00 (the "Additional Advance") under the Loan, and Lender is willing to lend to Borrower the Additional Advance, which said Additional Advance shall be secured by a first mortgage upon the Property.

WHEREAS, Lender has refused to consider making the Additional Advance to Borrower unless Mortgagee agrees to subordinate its mortgage interest arising from Document No. 0731133141, in favor of the mortgage interest of Lender.

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My Commission Expires
April 14, 2009

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WHEREAS, Mortgagee is willing to subordinate its mortgage interest, arising from Document No. 0731133141, in favor of the mortgage interest of Lender.

NOW THEREFORE, in order to induce Lender to make the Additional Advance to Borrower, Mortgagee hereby agrees that its mortgage upon the Property recorded as Document No. 0731133141 is subordinate to Lender's mortgage on the Property to secure a Renewal Promissory Note in the amount of \$3,500,000.00, executed and delivered by Borrower.

LENDER AND MORTGAGEE:

GOLD COAST PANK
By: Asidero
Print Name: John Mozara
Its: EUPICFO
$O_{\mathcal{F}}$
State of Illinois)
) ss.
County of <u>Cook</u>)
County of Cook
The undersigned, a Notary Public in and for said county, in the aforesaid State, does
hereby certify that
GOLD COAST BANK, appeared before me this day in person and acknowledged 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.
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Dated: August 22, 2008
(per &
Notary Fublic
JOHN A DRIVAS
OFFICIAL SEAL

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CONSENT OF MORTGAGOR

Mortgagor hereby acknowledges receipt of a copy of the foregoing Mortgage Subordination Agreement, waives notice of acceptance thereof by GOLD COAST BANK, and agrees to be bound by the terms and provisions thereof, to make no payments or distributions contrary to the terms and provisions thereof, and to do every other act and thing necessary or appropriate to carry out such terms and provisions.

MORTGAGOR:

Pý: TED & PAUL, LLC, an Illinois limited liability company

Tudor Berce, its Manager

Florin Lela, its Manager

Synergy Title Services, LLC.
730 West Randolph, Suite 300
Chicago, IL 60661
231-9606 fax (312) 334

Phone (312) 33.1-9500 fax (312) 334-9009