

UNOFFICIAL COPY

RECORDATION REQUESTED BY:
FIRST BANK OF HIGHLAND
PARK
NORTHBROOK OFFICE
633 SKOKIE BLVD
NORTHBROOK, IL 60062



Doc#: 0836657060 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/31/2008 11:22 AM Pg: 1 of 13

WHEN RECORDED MAIL TO:
First Bank of Highland Park
Attn: Loan Operations
633 Skokie Blvd, Suite 320
Northbrook, IL 60062

4393033 3/3

FOR RECORDER'S USE ONLY

GIT (12/29)

This Subordination of Mortgage prepared by:
FIRST BANK OF HIGHLAND PARK
633 SKOKIE BLVD
NORTHBROOK, IL 60062

4393033

NOTICE: THIS SUBORDINATION OF MORTGAGE 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.

SUBORDINATION OF MORTGAGE

THIS SUBORDINATION OF MORTGAGE dated December 19, 2003, is made and executed among THE JEFFREY PROJECT LTD., AN ILLINOIS CORPORATION ("Borrower"); PLAZA BANK ("Mortgagee"); and FIRST BANK OF HIGHLAND PARK ("Lender").

SUBORDINATED INDEBTEDNESS. Mortgagee has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

Promissory Note dated June 27, 2006 in the amount of \$6,590,000.00 .

SUBORDINATED MORTGAGE. The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a mortgage dated June 27, 2006 from THE JEFFREY PROJECT LTD., AN ILLINOIS CORPORATION ("Mortgagor") to PLAZA BANK ("Mortgagee") (the "Subordinated Mortgage") and recorded in COOK County, State of Illinois as follows:

Mortgage dated June 27, 2006 and recorded July 18, 2006 as Document No. 0619954066

Assignment of Rents dated June 27, 2006 and recorded July 18, 2006 as Document No. 0619954067.

REAL PROPERTY DESCRIPTION. The Subordinated Mortgage covers the following described real property (the "Real Property") located in COOK County, State of Illinois:

THE SOUTH 10 FEET OF LOT 93 AND LOT 94 IN VALENTINE WOODS SUBDIVISION OF THE WEST 10 ACRES OF LOT 6 IN THE CIRCUIT COURT PARTITION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF MILWAUKEE PLANK ROAD, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2112 N. CAMPBELL AVE., CHICAGO, IL 60647. The Real Property tax identification number is 13-36-223-033-0000.

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(Continued)**

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SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

Promissory Note dated November 26, 2008 in the amount of \$440,000.00.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated December 19, 2008, from Borrower to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Mortgage.

REQUESTED FINANCIAL ACCOMMODATIONS. Mortgagee, who may or may not be the same person or entity as Mortgagor, and Borrower each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Borrower and Mortgagee each represent and acknowledge to Lender that Mortgagee will benefit as a result of these financial accommodations from Lender to Borrower, and Mortgagee acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Mortgagee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgagee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

MORTGAGEE'S REPRESENTATIONS AND WARRANTIES. Mortgagee represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Mortgagee which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Mortgagee as to the creditworthiness of Borrower; and (D) Mortgagee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Mortgagee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Mortgagee's risks under this Subordination, and Mortgagee further agrees that Lender shall have no obligation to disclose to Mortgagee information or material acquired by Lender in the course of its relationship with Mortgagee.

MORTGAGEE WAIVERS. Mortgagee waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Mortgagee, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C)

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(Continued)**

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take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. In the event of a corporate reorganization or corporate arrangement of Borrower under the provisions of the Bankruptcy Code, as amended, this Subordination shall remain in full force and effect and the court having jurisdiction over the reorganization or arrangement is hereby authorized to preserve such priority and subordination provided under this Subordination in approving any such plan of reorganization or arrangement. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagee also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interests in Mortgagee's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Mortgagee agrees upon Lender's request to submit to the jurisdiction of the courts of Cook and/or Lake County, State of Illinois.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a

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SUBORDINATION OF MORTGAGE (Continued)

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provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED DECEMBER 19, 2008.

BORROWER:

THE JEFFREY PROJECT LTD., AN ILLINOIS CORPORATION

By: 
STUART MILLER, President/Secretary of THE JEFFREY PROJECT LTD, AN ILLINOIS CORPORATION

MORTGAGEE:

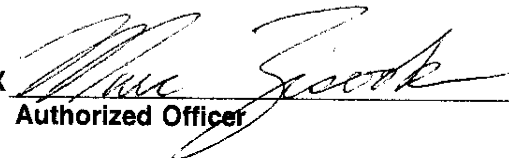
PLAZA BANK

By: _____
Authorized Signer for PLAZA BANK

By: _____
Authorized Signer for PLAZA BANK

LENDER:

FIRST BANK OF HIGHLAND PARK

X 
Authorized Officer

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SUBORDINATION OF MORTGAGE (Continued)

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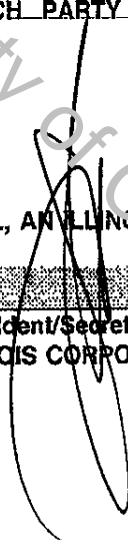
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BORROWER:

THE JEFFREY PROJECT LTD., AN ILLINOIS CORPORATION

By: 
STUART MILLER, President/Secretary of THE JEFFREY PROJECT LTD., AN ILLINOIS CORPORATION

MORTGAGEE:

PLAZA BANK

By: 
Authorized Signer for PLAZA BANK

By: 
Authorized Signer for PLAZA BANK

LENDER:

FIRST BANK OF HIGHLAND PARK

X _____
Authorized Officer

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SUBORDINATION OF MORTGAGE (Continued)

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provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

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BORROWER:

THE JEFFREY PROJECT LTD., AN ILLINOIS CORPORATION

By: [Redacted Signature]
STUART MILLER, President/Secretary of THE JEFFREY PROJECT LTD., AN ILLINOIS CORPORATION

MORTGAGEE:

PLAZA BANK

By: [Signature]
Authorized Signer for PLAZA BANK

By: [Signature]
Authorized Signer for PLAZA BANK

LENDER:

FIRST BANK OF HIGHLAND PARK

X _____
Authorized Officer

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SUBORDINATION OF MORTGAGE (Continued)

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CORPORATE ACKNOWLEDGMENT

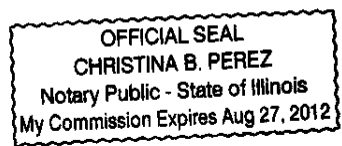
STATE OF Illinois)
) SS
 COUNTY OF COOK)

On this 19 day of December, 2008 before me, the undersigned Notary Public, personally appeared **STUART MILLER, President/Secretary of THE JEFFREY PROJECT LTD., AN ILLINOIS CORPORATION**, and known to me to be an authorized agent of the corporation that executed the Subordination of Mortgage and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

By Christina B. Perez Residing at Chicago, IL

Notary Public in and for the State of IL

My commission expires 8-27-12



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SUBORDINATION OF MORTGAGE (Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____

, and known to me to be (an) authorized agent(s) of the corporation that executed the Subordination of Mortgage and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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SUBORDINATION OF MORTGAGE (Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On this 19th day of DECEMBER, 2008 before me, the undersigned Notary Public, personally appeared BONNIE M. ALLEN, VICE PRESIDENT
AND SONIA V. GONZALEZ, VICE PRESIDENT

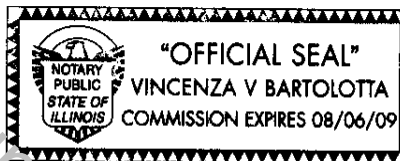
, and known to me to be (an) authorized agent(s) of the corporation that executed the Subordination of Mortgage and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

By Vincenza V. Bartolotta

Residing at NORRIDGE

Notary Public in and for the State of ILLINOIS

My commission expires 8/6/09



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SUBORDINATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

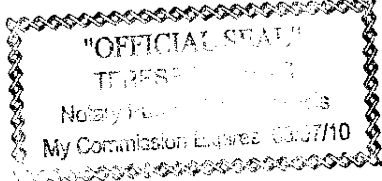
STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 19th day of December, 2008 before me, the undersigned Notary Public, personally appeared MARC ZISOOK and known to me to be the Vice President, authorized agent for **FIRST BANK OF HIGHLAND PARK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST BANK OF HIGHLAND PARK**, duly authorized by **FIRST BANK OF HIGHLAND PARK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **FIRST BANK OF HIGHLAND PARK**.

By [Signature] Residing at NORTHBROOK IL

Notary Public in and for the State of Illinois

My commission expires 3-7-10



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ADDENDUM TO THAT CERTAIN SUBORDINATION OF MORTGAGE DATED DECEMBER 19, 2008 BY AND BETWEEN THE JEFFREY PROJECT LTD., PLAZA BANK, AND FIRST BANK OF HIGHLAND PARK.

1. This Addendum and the Subordination of Mortgage referenced above ("Subordination") shall together constitute one agreement ("Agreement"). If the terms and conditions of this Addendum conflict in any way with the terms and conditions of the Subordination, the terms and conditions of this Addendum shall control.
2. The parties agree that the current balance on the loan secured by the Subordinated Mortgage is \$1,151,838.90 ("Current Balance").
3. Mortgagee and Borrower agree not to increase the balance on the loan in excess of the Current Balance.

Each party to this Addendum acknowledges having read all of the provisions hereof and each party agrees to its terms. This Addendum is dated December 19, 2008.

The Jeffrey Project Ltd.

By: _____
Stuart Miller, President/Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a notary public in and for the above county and state, certifies that Stuart Miller, individually, and as President and Secretary of The Jeffrey Project Ltd., an Illinois corporation, known to me to be the same person whose name is subscribed to the foregoing Addendum to Subordination of Mortgage, appeared before me in person and acknowledged signing and delivering the instrument as his free and voluntary act and of the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Dated: 12-19-08

Christina B. Perez
Notary Public



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First Bank of Highland Park

By:

Marc Zisook
Authorized Signer

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

The undersigned, a notary public in and for the above county and state, certifies that Marc Zisook, authorized agent for First Bank of Highland Park, known to me to be the same person whose name is subscribed to the foregoing Addendum to Subordination of Mortgage, appeared before me in person and acknowledged signing and delivering the instrument as the free and voluntary act of First Bank of Highland Park, for the uses and purposes therein set forth.

Dated:

12-19-08

Terese Sikorski
Notary Public

