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Doc#: 0916016000 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/09/2009 08:32 AM Pg: 1 of 4

LANDLORD'S SUBORDINATION AND CONSENT

| Principal | Loan Date | Maturity | Loan No | Call / Coll | Account | Officer | Initials |
|-----------|------------|------------|-----------------|-------------|---------|---------|----------|
| | 08-18-2008 | 09-05-2009 | 619017700-10601 | 01A0 / 70 | | 1553 | |

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "****" has been omitted due to text length limitations.

Borrower: Cooper's Hawk South Barrington LLC (TIN: 38-3781176)
8695 S Archer Ave, Unit #25
Willow Springs, IL 60480

Lender: Bridgeview Bank Group
7940 S. Harlem Ave.
Bridgeview, IL 60455

THIS LANDLORD'S SUBORDINATION AND CONSENT is entered into among Cooper's Hawk South Barrington LLC ("Borrower"), whose address is 8695 S Archer Ave, Unit #25, Willow Springs, IL 60480; Bridgeview Bank Group ("Lender"), whose address is 7940 S. Harlem Ave., Bridgeview, IL 60455; and Arboretum of South Barrington, LLC ("Landlord"), whose address is c/o The Jaffe Companies, 400 Skokie Boulevard, Suite 405, Northbrook, IL 60062. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

COLLATERAL DESCRIPTION. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

All Inventory, Chattel Paper, Accounts, Equipment and General Intangibles.

BORROWER'S ASSIGNMENT OF LEASE. Borrower hereby assigns to Lender all of Borrower's rights in the Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed.

CONSENT OF LANDLORD. Landlord consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, subject to Landlord's consent, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation liability for rent. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and all other obligations and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

LEASE DEFAULTS. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within the time period tenant has to do so.

SUBORDINATION OF INTEREST. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and agrees to subordinate all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

ENTRY ONTO PREMISES. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises. The rights granted to Lender in this Agreement will continue as long as Borrower is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement: This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness.

AMENDMENTS. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement 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.

NO WAIVER BY LENDER. Lender shall not be deemed to have waived any rights under this Agreement 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

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of a provision of this Agreement 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 Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, 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.

SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Landlord's Subordination and Consent, as this Landlord's Subordination and Consent may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Subordination and Consent from time to time.

Borrower. The word "Borrower" means Cooper's Hawk South Barrington LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Borrower's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Landlord. The word "Landlord" means Arboretum of South Barrington, LLC, and is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

Lease. The word "Lease" means that certain lease of the Premises, dated June 20, 2008, between Landlord and Borrower..

Lender. The word "Lender" means Bridgeview Bank Group, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

Note. The word "Note" means the Note executed by Cooper's Hawk South Barrington LLC in the principal amount of \$2,400,000.00 dated August 18, 2008, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Premises. The word "Premises" means the real property located in Cook County, State of Illinois, commonly known as 100 West Higgins Road, South Barrington, IL 60010.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S SUBORDINATION AND CONSENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 18, 2008.

BORROWER:

COOPER'S HAWK SOUTH BARRINGTON LLC

COOPER'S HAWK HOLDING LLC, Manager of Cooper's
Hawk South Barrington LLC


Timothy McEnery, Manager of Cooper's Hawk
Holding, LLC

LANDLORD:

ARBORETUM OF SOUTH BARRINGTON, LLC

RREEF AMERICA L.L.C., Manager of Arboretum of South

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Barrington, LLC

By: [Signature]
Its: VP of RREEF America
L.L.C.

LENDER:

BRIDGEVIEW BANK GROUP

[Signature]
Authorized Officer

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PARCEL I:

Lots 1 and 3 in Arboretum of South Barrington, being a subdivision of parts of the Northeast quarter and the Southeast quarter of Section 33, Township 42 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded July 30, 2007 as document No. 0721115094 in Cook County, Illinois.

PARCEL II:

Lot 8 in Arboretum of South Barrington Second Resubdivision, being a resubdivision of Lot 6 in Arboretum of South Barrington First Resubdivision, being a subdivision of parts of the Northeast quarter and the Southeast quarter of Section 33, Township 42 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded July 30, 2007 as document No. 0612122096 in Cook County, Illinois.

Parcel numbers:

01-33-200-007-0000 (Vol. 0001)

01-33-200-012-0000 (Vol. 0001)

01-33-200-013-0000 (Vol. 0001)

01-33-200-014-0000 (Vol. 0001)

01-33-200-015-0000 (Vol. 0001)

01-33-200-017-0000 (Vol. 0001)

Office of Cook County Clerk's Office