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Doc#: 1102635005 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/26/2011 09:48 AM Pg: 1 of 5

JP Morgan Chase Bank, N.A.  
3050 Highland Pkwy  
Downers Grove, IL 60515  
"Lender"

**CITYWIDE**  
**TITLE CORPORATION**  
850 W JACKSON BLVD., SUITE 320  
CHICAGO, IL 60607

150843 2/2 **REAL PROPERTY SUBORDINATION AGREEMENT**

<p align="center"><b>BORROWER</b></p> <p align="center">Robert C Kelly Virginia B Kelly</p> <p align="center"><b>ADDRESS</b></p> <p align="center">2121 Royal Ridge Drive, Northbrook IL 60062</p> <p>TELEPHONE NO.                      IDENTIFICATION NO.</p>	<p align="center"><b>GRANTOR</b></p> <p align="center">Robert C Kelly Virginia B Kelly</p> <p align="center"><b>ADDRESS</b></p> <p align="center">2121 Royal Ridge Drive Northbrook, IL 60062</p> <p>TELEPHONE NO.                      IDENTIFICATION NO.</p>
<p><b>CREDITOR:</b> First Bank &amp; Trust 820 Church St. Evanston, IL 60201</p>	

For valuable consideration, the receipt and sufficiency of which is acknowledged, Creditor and Lender indicated above resolve the priority of their debts and security interests and agree as follows:

1. **CREDITOR'S SECURITY INTEREST.** Creditor owns and holds a Note and related Mortgage, which Mortgage was recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ Filing Date 11/26/2004 Document No. 0433120111 in the office of the Recorder of Cook County, Illinois, encumbering the following described real property, all present and future improvements and fixtures located herein (the "Property"):

**"See Attached"**

S Y  
P 5  
S N  
SC Y  
INT D

Address of Real Property: 2121 Royal Ridge Drive  
Northbrook, IL 60062

Permanent Index Number(s): 04-14-301-055-0000

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**2. LENDER'S SECURITY INTEREST AND CONDITION PRECEDENT.** Borrower has requested a **\$\$\$220,895.00\*\*** loan from Lender to be secured by a Mortgage on the Property from Grantor in favor of Lender; Lender is only willing to make the loan on condition that Creditor's security interest described in paragraph 1 be subordinated to the Mortgage to be executed in favor of Lender.

Lender's security interest will also secure, without limitation, such additional sums as Lender may advance under the provisions as to future advances, additional sums for the purpose of curing any of Borrower's defaults, interest on principal, and attorneys' fees and costs incurred by Lender in any proceedings arising out of or in connection with Lender's security interest, including proceedings to enforce or foreclose it.

**3. SUBORDINATION OF CREDITOR'S SECURITY INTEREST.** Creditor agrees that its security interest and all of Creditor's rights thereunder shall at all times be inferior and subordinate to the Lender's security interest and Lender's rights in the Property.

**4. PRIORITY OF SECURITY INTERESTS.** The priority of the security interests belonging to Creditor and Lender in the Property will be governed by this Agreement and not by the time or order in which the security interests were created or perfected.

**5. WAIVER OF LIMITATIONS.** Creditor waives any obligation of Lender to provide Creditor with notice of additional advances or loans, notice of default, notice of acceleration of debt, notice of demand for payment or notice of repossession and the right of Creditor to require Lender to marshal any collateral. In addition, Lender may take or refrain from taking any action (including, but not limited to, making additional advances or loans) with respect to Borrower, any guarantor, or any collateral without notice to or the consent of Creditor and without affecting any of Lender's rights under this Agreement.

**6. DOCUMENTATION AND NON-INTERFERENCE.** Creditor will not prevent, hinder or delay Lender from enforcing its security interest. Creditor will execute and deliver to Lender such additional documents or other instruments as the Lender may deem necessary to carry out this Agreement.

**7. TERMINATION.** This Agreement will remain in full force and effect now and forever, despite the commencement of any federal or state bankruptcy, insolvency, receivership, liquidation or reorganization proceeding.

**8. EFFECT ON BORROWER AND THIRD PARTIES.** This Agreement will not affect the enforceability and priority of Creditor's and Lender's security interests in the Property and rights against the Borrower, Grantor, or any third party except as set forth herein.

**9. REPRESENTATIONS AND WARRANTIES.** Creditor represents and warrants to Lender that:

- a. Creditor has not assigned any of its rights or interest in the Property prior to the execution of this Agreement. Creditor shall not assign or transfer to others any claim that Creditor has or may have in the Property while any indebtedness of Borrower to Lender remains unpaid without the express written consent of the Lender;
- b. Creditor has obtained all consents and approvals needed to execute and perform its obligations under this Agreement;
- c. Creditor's execution and performance of its obligations under this Agreement will not violate any court order, administrative order or ruling, or agreement binding upon Creditor in any manner; and
- d. Creditor has conducted an independent investigation of Borrower's business affairs and was not induced to lend money or extend other financial accommodations to Borrower or execute this Agreement by any oral or written representation by Lender.

**10. ASSIGNMENT.** Lender shall be entitled to assign its security interest and its rights and remedies described in this Agreement without notice to Creditor.

**11. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of Creditor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

**12. SEVERABILITY.** If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

**13. NOTICE.** Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.

**14. APPLICABLE LAW.** This Agreement shall be governed by the laws of the state in which the property is located. Creditor consents to the jurisdiction and venue of any court located in the state in which the property is located in the event of any legal proceeding under this Agreement.

**15. ATTORNEYS' FEES.** Lender will be entitled to collect its attorneys' fees, legal expenses, and other costs in the event of any litigation pertaining to this Agreement.

**16. JOINT AND SEVERAL.** If there is more than one Creditor, their obligations shall be joint and several under this Agreement. Wherever the context requires, the singular form of any word shall include the plural.

**17. INTEGRATION.** This Agreement and any related documents represent the complete and integrated understanding between Creditor and Lender pertaining to the terms and conditions of this Agreement.

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## 18. ADDITIONAL TERMS.

Creditor acknowledges that Creditor has read, understands, and agrees to the terms and conditions of this Agreement

DATED: November 16 2010

CREDITOR: First Bank & Trust

CREDITOR:

BY: [Signature]

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

LENDER:

CREDITOR:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

State of ILLINOIS )  
County of COOK ) ss.

I, \_\_\_\_\_ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me This \_\_\_\_\_ by \_\_\_\_\_ Janet Burke as VP on behalf of the First Bank Trust

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_

Given under my hand and official seal, this 16th day of November, 2010

\_\_\_\_\_  
Notary Public

Mary Dubay Buckman  
Notary Public

Commission expires: \_\_\_\_\_

Commission expires: \_\_\_\_\_



This instrument was prepared by: Creditor

After recording return to Lender.

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## PARCEL I:

AN UNDIVIDED 1/151 INTEREST IN (I) THAT CERTAIN GROUND LEASE DATED AS OF NOVEMBER 22, 1996, BY AND BETWEEN COLE TAYLOR BANK, AS SUCCESSOR-TRUSTEE TO HARRIS TRUST AND SAVINGS BANK UNDER TRUST AGREEMENT DATED APRIL 29, 1991 AND KNOWN AS TRUST NO. 94707, AS LESSOR ("LESSOR"), AND ASSIGNOR/GRANTOR, AS LESSEE AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 9, 1996 AS DOCUMENT NO. 96927871, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO GROUND LEASE DATED AS OF JANUARY 6, 1997 BY AND BETWEEN LESSOR AND ASSIGNOR/GRANTOR, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON FEBRUARY 28, 1997 AS DOCUMENT NO. 97141059, AS AMENDED BY THAT CERTAIN JOINDER TO GROUND LEASE DATED AS OF NOVEMBER 7, 1997 BY THE ROYAL RIDGE HOMEOWNERS ASSOCIATION, AN ILLINOIS NOT FOR PROFIT CORPORATION AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 12, 1997 AS DOCUMENT NO. 97846934, AND AS FURTHER AMENDED FROM TIME TO TIME (COLLECTIVELY, THE "GROUND LEASE"), AND (U) THE LEASEHOLD ESTATE IN THE PREMISES (THE "PREMISES") LEGALLY DESCRIBED AS:

LOT 1 IN ROYAL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 3, 1997 AS DOCUMENT NO. 97818381.

EACH WITH RESPECT SOLELY TO THE BUILDING SITE IDENTIFIED AND LEGALLY DESCRIBED AS FOLLOWS: BUILDING SITE 48 THAT PART OF LOT 1 IN THE FLAMED UNIT DEVELOPMENT OF ROYAL RIDGE BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14 TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 1997 AS DOCUMENT NUMBER 97818381, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 1176.38 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 717.68 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2115 AND 2121 ROYAL RIDGE DRIVE) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT SIX (6) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 52 DEGREES 29 MINUTES 14 SECONDS WEST 55.50 FEET; 2) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 21.58 FEET; 3) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 25.42 FEET; 4) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 20.17 FEET; 5) SOUTH 52 DEGREES 29 MINUTES 14 SECONDS WEST 5.00 FEET; 6) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 7.04 FEET; THENCE NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST ALONG THE CENTER LINE OF A PARTY WALL FOR SAID RESIDENCE 52.82 FEET; THENCE ALONG A LINE FOLLOWING THE NEXT SEVEN (7) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 37 DEGREES 30 MINUTES 46 SECONDS EAST 17.21 FEET; 2) SOUTH 52 DEGREES 29 MINUTES 14 SECONDS WEST 8.04 FEET; 3) SOUTH 37 DEGREES 30 MINUTES 46 SECONDS EAST 4.00 FEET; 4) SOUTH 52 DEGREES 29 MINUTES 14 SECONDS WEST 2.00 FEET; 5) THENCE SOUTH 37 DEGREES 30 MINUTES 46 SECONDS EAST 10.92 FEET; 6) SOUTH 7 DEGREES 29 MINUTES 14 SECONDS EAST 7.54 FEET; 7) SOUTH 52 DEGREES 29 MINUTES 14 SECONDS WEST 2.37 FEET; THENCE SOUTH 37 DEGREES 30 MINUTES 46 SECONDS EAST 11.33 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS. (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 2121 ROYAL RIDGE DRIVE, NORTHBROOK, ILLINOIS 60062.

## PARCEL II:

FEE SIMPLE TITLE IN AND TO THE BUILDING AND ALL IMPROVEMENTS (BUT EXCLUDING THE LAND) LOCATED ON THE BUILDING SITE LEGALLY DESCRIBED HEREIN (INCLUDING ANY PORTION OF SUCH BUILDING AND IMPROVEMENTS WHICH IS LOCATED ON PORTIONS OF THE

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COMMON AREA (AS DEFINED IN THAT CERTAIN DECLARATION OF COVENANTS CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR THE ROYAL RIDGE SUBDIVISION DATED AS OF NOVEMBER 3, 1997, AND RECORDED WITH THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 3, 1997 AS DOCUMENT NO. 97S2Q006 (THE "DECLARATION")), WHICH IMPROVEMENTS CONSIST OF A DWELLING UNIT (AS DEFINED IN THE DECLARATION); SUBJECT TO THE TERMS AND PROVISIONS OF THE GROUND LEASE.

## PARCEL III:

EASEMENTS APPURTENANT TO PARCELS 1 AND 2 FOR THE BENEFIT OF SUCH PARCELS AS SET FORTH IN THE AFORESAID DECLARATION.

## EXHIBIT "B"

### LIMITED COMMON AREA FOR BUILDING SITE 48

THAT PART OF LOT 1 IN THE PLANNED UMT DEVELOPMENT OF ROYAL RIDGE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14 TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 1997 AS DOCUMENT NUMBER 97818381, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 1176.38 FEET; THENCE NORTH 55 DEGREES 55 MINUTES 06 SECONDS WEST 1176.68 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2115 AND 2121 ROYAL RIDGE DRIVE) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT SIX (6) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 11.33 FEET; 2) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 2.37 FEET; 3) NORTH 7 DEGREES 29 MINUTES 14 SECONDS EAST 7.54 FEET; 4) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 10.92 FEET; 5) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 2.00 FEET; 6) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 4.00 FEET; THENCE NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 8.04 FEET; THENCE SOUTH 37 DEGREES 30 MINUTES 46 SECONDS EAST 31.58 FEET; THENCE SOUTH 52 DEGREES 29 MINUTES 14 SECONDS WEST 17.75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN #04-14-301-055-0000

Address 2121 Royal Ridge Dr.

Northbrook IL 60062