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THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:

American Chartered Bank
1199 E. Higgins Road
Schaumburg, IL 60173



Doc#: 1103246053 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/01/2011 02:38 PM Pg: 1 of 10

SUBORDINATION AGREEMENT

1605 Colonial Parkway
Inverness, IL 60067
PIN# 02-28-301-068-1014

Akorn Builders and Developers, Inc. ("General Contractor") understands that American Chartered Bank ("Bank") is providing and has agreed to continue to provide certain financing to Wealth Management Group, LLC ("Borrower") pursuant to the Loan Documents dated of even date herewith between the Bank and Borrower and all other financing agreements now or hereafter existing between Bank and Borrower, together with all amendments, modifications, and supplements to any one or more of the foregoing, and together with all renewals, extensions and restatements of any one or more of the foregoing (the "Loan Documents").

General Contractor understands that Bank will only make the financing arrangements enumerated in the Loan Documents available to Borrower, so long as General Contractor executes and delivers this Agreement to Bank. Therefore, in order to satisfy such condition precedent, General Contractor agrees to the following terms and conditions.

1. General Contractor hereby agrees to subordinate, and does hereby subordinate to the payment in full of the Senior Debt (as hereinafter defined) that certain Contract with Borrower dated 10/5/10 and any and all lien rights the General Contractor may have or may obtain or have in the future pursuant to the Illinois Mechanics Lien Act (770 ILCS 60/0.01 et seq.) (collectively, the "Subordinated Contract"), as well any part of Borrower's obligations, liabilities and indebtedness which may now or hereafter be owing by Borrower to General Contractor pursuant to its Subordinated Contract or otherwise and all costs and expenses (including attorneys' fees) owing by Borrower to General Contractor (and all of the obligations, liabilities and indebtedness described or to which reference is made in this clause). For purposes hereof, "Senior Debt" means all obligations, including, without limitation: (i) principal and interest on loans, advances, accommodations or other extensions of credit by Bank to

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Borrower now or hereafter made and howsoever evidenced to or on behalf of Borrower, (ii) accrued interest, attorneys' fees and expenses incurred in enforcing Bank's rights in the event of default by Borrower under its obligations to Bank, (iii) all other indebtedness for which Borrower is now or at any time hereafter liable to Bank in any manner, whether primarily or secondarily, absolutely or contingently, directly or indirectly, jointly, severally or jointly and severally, and whether matured or unmatured, including all indebtedness arising directly out of transactions between Borrower and Bank or acquired by Bank outright, conditionally or as collateral security from another person or entity, and (iv) all other "Obligations," as that term is defined in the Loan Documents (and, in the case of all of the foregoing, any and all renewals and extensions of all or any part thereof). Regardless of whether a default or an event of default (however defined) exists under the Subordinated Contract, General Contractor further agrees not to: (x) accept, retain, request or take any security for the Subordinated Contract without Bank's prior written consent, (y) amend or modify the Subordinated Contract, without Bank's prior written consent, (z) take any action to enforce its rights in any collateral securing payment thereof, unless and until all Senior Debt shall have been paid in full.

2. General Contractor hereby waives any rights it has or may have in the future to require Bank to marshal its collateral, and agrees that Bank may, in addition to other rights hereunder, proceed against its collateral in any order that it deems appropriate in the exercise of its absolute discretion.

3. General Contractor agrees that it will advise each future holder of all or any part of the Subordinated Contract that the Subordinated Contract is subordinated to the Senior Debt in the manner and to the extent set forth herein.

4. General Contractor agrees that it will not at any time directly or indirectly contest the validity, perfection, priority or enforceability of any lien, security interest, encumbrance or claim granted to Bank in or on the assets of the Borrower, and hereby agrees not to hinder Bank or take a position adverse to Bank in the defense of any action contesting the validity, perfection, priority or enforceability of any such liens, security interests, encumbrances or claims. General Contractor further agrees that the provisions of this Agreement shall remain in full force and effect notwithstanding a successful challenge to the validity, perfection, priority or enforceability of all or any of the Senior Debt or the liens and security interests securing the Senior Debt.

5. If, in order to protect its rights against third parties under the Illinois Mechanic Lien Act (the "Act"), the General Contractor records a notice of lien as required by the Act (the "Notice"), then the General Contractor shall cause said Notice to include language which refers to this Agreement and the subordination of the Subordinated Contract to the Senior Debt.

6. (a) This Agreement shall be governed by Illinois law. This Agreement contains the entire agreement between General Contractor and Bank with respect to this subject, and may only be modified by a writing signed by both General Contractor and Bank.

(b) Bank's failure to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time and from time to time thereafter and such rights shall be cumulative and not exclusive.

(c) Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall

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be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(d) This Agreement shall continue in full force and effect until payment in full of the Senior Debt and shall be binding upon General Contractor and its successors and permitted assigns, and shall inure to the benefit of Bank and its successors and assigns, including, without limitation, any future holder of all or any part of the Senior Debt, it being expressly acknowledged that Lender's rights under this Agreement may be assigned by Bank in connection with any assignment or transfer of all or any portion of Senior Debt and that each holder of any portion of Senior Debt shall be equally and ratably entitled to the benefits of this Agreement. References herein to the Borrower shall include any successor to, or assign of, the Borrower, including without limitation any debtor-in-possession or trustee for the Borrower in any proceeding under the United States Bankruptcy Code.

(e) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible in evidence and all of which together shall be deemed to be a single instrument.


IN WITNESS WHEREOF, General Contractor has executed this Agreement as of the date first written above.

GENERAL CONTRACTOR: Akorn Builders and Developers, Inc.

By: 
David Park

Title: PRESIDENT

ACCEPTED AND AGREED TO AS OF
THE DATE FIRST ABOVE WRITTEN BY
AMERICAN CHARTERED BANK:


By: Brian R. Hannon
Title: Vice President

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STATE OF ILLINOIS

)
) ss.
)
COUNTY OF DUPAGE

I, APRIL BORITZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID PARK, the PRESIDENT of Akorn Builders and Developers, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, 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 for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27 day of October, 2010

April Boritz
Notary Public
My Commission Expires: 4/22/14



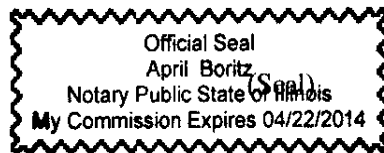
STATE OF ILLINOIS

)
) ss.
)
COUNTY OF DUPAGE

I, APRIL BORITZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brian R. Hannon, the Vice President of American Chartered Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, 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 for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29 day of October, 2010

April Boritz
Notary Public
My Commission Expires: 4/22/14

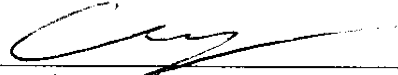


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CONSENT

The undersigned Borrower acknowledges receipt of a copy of the foregoing Subordination Agreement, consents to all of the terms and conditions thereof. In the event of any breach of the provisions of this Agreement, Borrower agrees that, in addition to any other rights and remedies which Bank may have under the documents, agreements and instruments evidencing the financing arrangements, all of the Senior Debt shall, without notice or demand, become immediately due and payable unless Bank shall otherwise elect.

Wealth Management Group, LLC



By: Craig G. Bolanos

Its: Manager

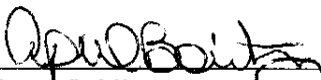
STATE OF ILLINOIS

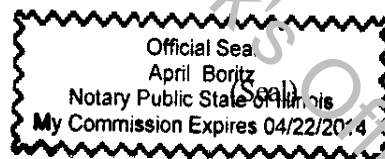
COUNTY OF DUPAGE

ss.

I, APRIL BORTZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Craig G Bolanos, the Manager of Wealth Management Group, LLC who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, 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 for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29 day of October, 2010


Notary Public
My Commission Expires: 4/22/14



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EXHIBIT A

SUBORDINATED CONTRACT

Property of Cook County Clerk's Office



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AKORN BUILDERS AND DEVELOPERS, INC.
5015 W. LAWRENCE AVE., SUITE 104
CHICAGO, ILLINOIS 60630
773-282-6426 773-282-6427 (FAX)

October 5, 2010

Craig & Leslie Bolanos
 2001 Butterfield Road, Suite 1000
 Downers Grove, Illinois 60515

Attn. Leslie Bolanos

Re: PROPOSAL for
 OFFICE BUILD OUT-REVISED2,
 INVERNESS, ILLINOIS

Dear Craig,

Akorn Builders & Developers, Inc. is pleased to submit the following proposal for your consideration. We will furnish all necessary labor, equipment and material, supervision and coordination (unless specifically noted) as required in completing the tenants build-out for the Exterior, Basement, First and Second Floors. Under our proposal we will provide the followings:

BASEMENT WORK: \$43,000.00

- 1 Remove existing flooring throughout entire lower level. Debris shall be removed and placed in a contractor provided dumpster, and placed owner's parking lot.
- 2 Furnish and replace existing 2x4 fluorescent light fixtures with (20) new 2x4 open bulb fluorescent fixture.
- 3 Furnish and install (15) 6" recessed lights throughout hallway & lower level waiting area.
- 4 Furnish and install 6-switches, 6- new duplex outlets, 1-exhaust fan, 1-wall scones, to accommodate new lighting and upgraded washroom. Install new white comfort height toilet, install new beveled edge square mirror, install new wood vanity and granite countertop with widespread lever handles.
- 5 Furnish and install framing and drywall to close existing kitchen door. Remove existing waiting room door and frame out with new wood trim.
- 6 Change out and install owner provided hardware for existing doors throughout building.
- 7 Remove existing kitchen front wall, cabinets and kitchen fixtures.
- 8 Furnish and install new kitchen cabinets and solid surface based on new kitchen layout.
- 9 Install plumbing connections to new owner provided dishwasher, microwave, and appliances.
- 10 Furnish and install new ceramic tile in washroom and kitchen/lunch room (tile color selected by owner)
- 11 Furnish and install laminated wood flooring throughout common areas.
- 12 Furnish and install new commercial grade carpeting throughout lower level offices.
- 13 Install new commercial grade carpet for stairs and landing.
- 14 Furnish and install drywall and/or drywall patching in areas of work.

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FIRST FLOOR: \$72,000.00

- 1 Remove existing lighting fixtures throughout entire first floor.
- 2 Remove existing flooring throughout entire first floor.
- 3 Remove existing plumbing fixtures throughout first floor washroom.
- 4 Furnish and install (40) 6" recessed lights, (9) switches, (6) duplex outlets. Locations will be determined based on ceiling joist layout. Lighting fixtures may be inter-changed with pendant lighting. Fixture cost will be limited to the equivalent cost of recessed fixtures.
- 5 Create new adjoining meeting area to principal office. Opening will be enlarged to the maximum allowable dimension. Design shall include decorative columns for accent.
- 6 Remove door at adjoining office, frame and drywall to close opening.
- 7 Install new French door for Principle office.
- 8 Remove existing partition wall between office 3 & 4. Frame new double door entry in new conference room to receive a French door. Door style to be finalized with owner.
- 9 Furnish and install 2 1/4" x 3/4" select or better red oak throughout entire first floor excluding washroom. Stain and varnish floors. (color selected by owner)
- 10 Remove base trim throughout first floor prior to the installation of hardwood flooring. Re-install existing base trim. (Quarter round trim is NOT included)
- 11 Install new vanity, granite countertop, faucet, toilet, mirror, shower door/enclosure, and accessories. Fixtures and granite are based on mid-grade costs and fixtures colors to be white.
- 12 Create new partition wall to separate shower area from public washroom.
- 13 Furnish and create new closet in file room. Frame, drywall, install door, and paint.
- 14 Furnish and install porcelain tile for washroom floors.
- 15 Remove existing wall paper. Prepare walls to receive paint.
- 16 Furnish and install marble tile at main entry.
- 17 Remove and replace main office entry door.
- 18 Remove existing stair carpeting and install hardwood oak.
- 19 Furnish and install new oak stair rail. Locations to match existing. Furnish and install new main entry light fixture.
- 20 Install commercial carpet runner leading to second stairs common areas.
- 21 Remove and replace existing common area washroom. Replace vanity, flooring, countertop, toilet, mirror, lighting. Paint and Finish.

EXTERIOR: 23,000.00

- 1 Remove existing railroad ties and brick pavers.
- 2 Excavate and trench for new concrete footings. Pour new concrete stoop and stairs. Concrete to be installed 2 1/2" low to receive new brick pavers.
- 3 Furnish and install brick paver stoop and steps. (Brick color to be selected by owner).
- 4 Remove and furnish new composite stair rails. (color selected by owner)

EXCLUSIONS:

- 1 All permit fees, Architectural plans, and inspection fees.

TOTAL PROJECT COST:.....\$138,000.00
(One Hundred Thirty Eight Thousand 00/100 dollars)

Payment is due upon receipt of invoice and as work progresses. A 2% service charge will be added to all accounts exceeding 30 days from completion, as well as any attorney fees and court cost that are incurred for collection of unpaid amounts.

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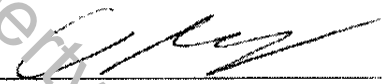
All material is guaranteed as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become a additional charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Respectfully Submitted,

AKORN BUILDERS AND DEVELOPERS, INC.



David J. Park

ACCEPTED BY:  DATE: 10/15/10

TITLE: President

Cook County Clerk's Office

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EXHIBIT B

LEGAL DESCRIPTION

UNIT NUMBER 13 IN THE WILLIAMSBURG VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:
OF PART OF CERTAIN LOTS IN WILLIAMSBURG UNIT ONE, A RESUBDIVISION OF PART OF SUBLOT 1 IN ALBERT & MARTHA PRANGE'S SUBDIVISION OF THE NORTH 200 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
WHICH SURVEY IS ATTACHED AS EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 26456829; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.