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RECORDING RETURN TO:

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Cook County Recorder of Deeds
Date: 10/01/2012 10:54 AM Pg: 1 of 10

Mark R. O'Meara
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

G.T.L./CY
88-79181

SUBORDINATION AGREEMENT

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THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of this 12th day of June, 2012 but effective as August 10, 2012, between the **COUNTY OF COOK, ILLINOIS**, a body politic and corporate of the State of Illinois (the "Subordinated Lender"), having its principal office at 69 West Washington Street, Chicago, Illinois 60602, and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association (the "Senior Lender") having a lending office at One North Franklin Street, Chicago, Illinois 60606.

RECITALS

A. The Senior Lender is the owner and holder of a certain Note (as the same may be amended, modified, supplemented, restated or replaced, the "Senior Note") dated August 10, 2012, in the original principal amount of Five Million Four Hundred Fifty Thousand and No/100 Dollars (\$5,450,000) made by Seguin Services, an Illinois not-for-profit corporation (the "Borrower"), payable to the order of the Senior Lender. The Senior Note is secured by, among other things, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Senior Mortgage") and that certain Assignment of Rents, Leases and Profits ("Senior Assignment of Rents"), in each case made by the Borrower in favor of the Senior Lender dated August 10, 2012, which will be recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") encumbering certain real property, including the real property set forth on Exhibit A (the "Real Estate") attached to and made a part of this Agreement (the Real Estate and the improvements constructed are referred to in this Agreement as the "Property"). The Senior Note, Senior Mortgage and the Senior Assignment of Rents are collectively referred to in this Agreement as the "Senior Loan Documents."

B. The Subordinated Lender has extended credit and made other financial accommodations available to the Borrower pursuant to the documents described on Exhibit B attached hereto (such documents being referred to herein as the "Subordinated Loan Documents").

C. All obligations of the Borrower to the Senior Lender now existing or hereafter arising, due or to become due, under the Senior Note and the Senior Loan Documents are referred to in this Agreement as the "Senior Liabilities;" all obligations of the Borrower to the Subordinated Lender now existing or hereafter arising, due or to become due, under the

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Subordinated Note and the Subordinated Loan Documents are referred to in this Agreement as the "Subordinated Liabilities."

D. The Senior Lender has agreed to make the loan evidenced by the Senior Note on the condition that Subordinated Lender enters into this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and as an inducement to the Senior Lender to make the loan evidenced by the Senior Note, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto represent, warrant and agree as follows:

1. **Warranties of Subordinated Lender.** The Subordinated Lender represents and warrants that true, correct and complete copies of all documents evidencing and securing the Subordinated Liabilities have previously been delivered to Senior Lender and are described in **Recital B** above.

2. **Subordination of Liens** The Subordinated Lender agrees that the Subordinated Liabilities are and shall be subordinate to the Senior Liabilities and that the liens and security interests created by the Subordinated Loan Documents are and shall be subordinate to the liens and security interests created by the Senior Loan Documents and to any and all amendments, modifications, extensions, replacements or renewals of the Senior Loan Documents, and to any and all advances heretofore made or hereafter to be made under the Senior Loan Documents pursuant to their terms.

3. **Subordination of Payment.** Until such time as the date on which the Senior Liabilities have been paid in full in cash and the commitment of the Senior Lender to extend credit to the Borrower has terminated, the payment of the Subordinated Liabilities shall be postponed and subordinated to the payment of all of the Senior Liabilities, and the Subordinated Lender shall accept no payments or other distributions whatsoever (including without limitation distributions of casualty insurance or condemnation proceeds) on account of the Subordinated Liabilities, nor shall any property or assets of the Borrower be applied to the purchase or acquisition or retirement of any Subordinated Liabilities. Notwithstanding the foregoing, so long as no notice of default has been given under any document evidencing or securing the Senior Liabilities (except any such notice of default which has subsequently been waived in writing by the party giving such notice), then Senior Lender shall not unreasonably withhold its consent for Borrower to make regularly scheduled payments to Subordinated Lender (but not prepayments) as provided in the Subordinated Loan Documents; however, no such payment to Subordinated Lender shall be permitted so long as the Subordinated Lender is then in default in the performance of any of its obligations under this Agreement.

4. **Constructive Trust.** If the Subordinated Lender receives any payment or other distribution of any kind or character from the Borrower or from any other source whatsoever in respect to any of the Subordinated Liabilities, other than as expressly permitted by the terms of this Agreement, such payment or other distribution shall be received and shall be held by the Subordinated Lender in trust for the Senior Lender and promptly turned over by the Subordinated

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Lender to the Senior Lender. The Subordinated Lender shall execute such further documents or instruments and take such further action as Senior Lender may reasonably require from time to time to carry out the intent of this Agreement.

5. **Covenants of Subordinated Lender.** The Subordinated Lender shall not, without the prior written consent of the Senior Lender, (a) modify, amend or consent to any modification or amendment of any document evidencing or securing the Subordinated Liabilities; (b) commence, or join with any other creditor in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to the Borrower; (c) seek to appoint a receiver for (i) all or any part of the Property, or (ii) the Borrower, or seek to obtain possession of all or any part of the Property, or seek any accounting from the Senior Lender in connection with the proceeds of the Property; or (d) take any action affecting any lease of the Property in which the Senior Lender claims a security interest (including without limitation any action to subordinate any such lease to the Subordinated Loan Documents, or any of them).

6. **Bankruptcy of Borrower.** In the event of any dissolution, winding-up, liquidation, readjustment, reorganization or other similar proceedings relating to the Borrower, the Borrower's creditors, or to the Borrower's property (whether voluntary or involuntary, partial or complete, and whether in bankruptcy, insolvency or receivership, or upon an assignment to benefit creditors, or any other marshalling of the assets and liabilities of the Borrower, or any sale of all or substantially all of the assets of the Borrower, or otherwise), the Senior Liabilities shall first be paid in full before Subordinated Lender shall be entitled to receive and to retain any payment or distribution with respect to the Subordinated Liabilities.

7. **Notices of Default.** The Subordinated Lender agrees to give the Senior Lender, contemporaneously with the giving of them to the Borrower, copies of any notices given to the Borrower regarding any default under the Subordinated Loan Documents or which notice would, following the passage of time and failure to cure, result in the occurrence of a "default" or "event of default" under the Subordinated Loan Documents. The Subordinated Lender agrees that the indebtedness evidenced, secured and guaranteed by the Subordinated Loan Documents shall not be accelerated, nor shall any remedies be pursued thereunder unless (a) in the case of default in the payment of a sum of money due under the Subordinated Loan Documents that has not been waived by the Subordinated Lender and after expiration of all applicable grace periods, the Senior Lender shall have been given written notice of such failure and the Borrower shall have failed to pay or cause to be paid such sum of money within one hundred eighty (180) days following such written notice; or (b) in the case of any other default under the Subordinated Loan Documents that has not been waived by the Subordinated Lender, the Borrower shall fail to cure or cause to be cured such default within the period which is one hundred eighty (180) days beyond the longest of the applicable cure period provided to the Borrower to cure such default. The Senior Lender agrees to give to the Subordinated Lender, contemporaneously with the giving of them to the Borrower, copies of any notices given to the Borrower regarding any default under the Senior Loan Documents or which notice would, following the passage of time and failure to cure, result in the occurrence of a "default" or "event of default" under the Senior Loan Documents.

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8. **Insurance Proceeds and Condemnation Awards.** The Subordinated Lender agrees that in the event of a casualty to any Property, or a condemnation or taking under a power of eminent domain of any Property, or a threat of such a condemnation or taking, all adjustments of insurance claims, condemnation claims and settlements in anticipation of such a condemnation or taking shall be prosecuted, at the Senior Lender's election, by the Senior Lender and all payment and settlements of insurance claims or condemnation awards or payments in anticipation of condemnation or a taking shall be paid to the Senior Lender. The Subordinated Lender irrevocably assigns to the Senior Lender all of its interests in any such claims, settlements or awards (the "Award") and irrevocably grants to the Senior Lender a power of attorney, coupled with an interest, to execute any and all documents on the Subordinated Lender's behalf necessary in connection with the prosecution or settlement of the Award. If the amount of the Award is in excess of all amounts due under the Senior Liabilities, the Senior Lender agrees that such excess Award shall be paid to or held for the benefit of the Subordinated Lender.

9. **Subrogation.** Until such time as the Senior Liabilities have been paid in full in cash and the commitment by the Senior Lender to extend additional credit to Borrower has terminated, the Subordinated Lender waives and releases any and all rights of subrogation which it has against the Property and which subrogation would result in the Subordinated Lender obtaining a priority equal or superior to the priority of the Senior Loan Documents for any funds which Subordinated Lender may advance either to cure defaults under security instruments or pay liens encumbering any portion of the Property or otherwise protect the lien of the Subordinated Loan Documents or any of them.

10. **Successors and Assigns.** This Agreement shall be binding upon the Senior Lender and the Subordinated Lender and their respective successors and assigns, whether immediate or remote.

11. **Amendment of Agreement.** This Agreement shall not be altered or amended without the prior written approval of all of the parties hereto.

12. **No Waiver by Senior Lender.** The Senior Lender shall not be prejudiced in its rights under this Agreement by any act or failure to act by the Borrower or the Subordinated Lender, or any non-compliance of the Borrower or the Subordinated Lender with any agreement or obligation, regardless of any knowledge of such agreement or obligation the Senior Lender may have or with which the Senior Lender may be charged; and no action of the Senior Lender permitted under this Agreement shall in any way affect or impair the rights of the Senior Lender and the obligations of the Subordinated Lender under this Agreement. No delay on the part of the Senior Lender in the exercise of any rights or remedies shall operate as a waiver of such rights, and no single or partial exercise by Senior Lender of any right or remedy shall preclude other or further exercise of such right or remedy or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon the Senior Lender except as expressly set forth in a writing duly signed and delivered on behalf of the Senior lender.

13. **Notices.** Any notice, demand, request or other communication that any party may

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desire or may be required to give to any other party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to Subordinated Lender:

County of Cook, Illinois
69 West Washington Street
Chicago, Illinois 60602
Attention: Legal Department

If to Senior Lender:

PNC Bank, National Association
One North Franklin Street
Chicago, Illinois 60606
Attention: PNC Community Development Banking

Such addresses may be changed by notice to the other party given in the same manner as provided in this Agreement. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

14. Construction and Interpretation of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Wherever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15. Termination. This Agreement shall terminate upon full and final payment in cash of any and all amounts due under the Senior Liabilities and the termination of all commitments by the Senior Lender to extend credit to the Borrower, provided that all rights of the Subordinated Lender under this Agreement shall automatically terminate at such time as the Subordinated Liabilities have been paid in full.


16. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

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IN WITNESS WHEREOF, this Agreement has been executed and delivered by the authorized representatives of the parties.


SUBORDINATED LENDER:

COUNTY OF COOK, ILLINOIS

By: 
Printed Name: HERMAL BREWER
Title: BUREAU CHIEF

SENIOR LENDER:

PNC BANK, NATIONAL ASSOCIATION

By: 
Printed Name: Ryan L. Sagers
Title: Officer

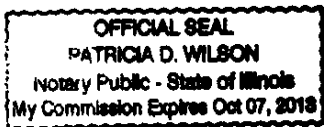
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Herman Brown personally known to me to be the Barman Chief of COUNTY OF COOK, ILLINOIS and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as Barman of [unclear] COUNTY OF COOK, ILLINOIS, as his free and voluntary act and deed and as the free and voluntary act and deed of COOK COUNTY ILLINOIS, for the uses and purposes therein set forth.

Given under my hand and official seal this 12th day of June, 2012.



[Signature]
Notary Public

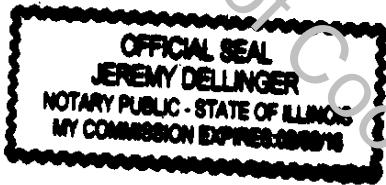
Notary Public of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Ryan Sagers, personally known to me to be the Officer of PNC BANK, NATIONAL ASSOCIATION, and personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as Officer of PNC BANK, NATIONAL ASSOCIATION, as his/her free and voluntary act and deed and is the free and voluntary act and deed of PNC BANK, NATIONAL ASSOCIATION, for the uses and purposes therein set forth.

Given under my hand and official seal this 9 day of August, 2012.



[Handwritten Signature]

Notary Public

Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A
LEGAL DESCRIPTIONS****PARCEL 21:** (16-05-113-010)

LOT 10 IN BLOCK 10 IN FAIR OAKS TERRACE A SUBDIVISION OF THE EAST 50 ACRES OF THE NORTH 75 ACRES OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 1124 N HUMPHREY OAK PARK IL 60304

PARCEL 22: (18-03-111-014) AND (18-03-111-015)

LOTS 1 AND 2 IN BLOCK 79 S.E. GROSS 3RD ADDITION TO GROSSDALE, BEING A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 4000 MAPLE BROOKFIELD IL 60513

PARCEL 20: (16-19-110-044) AND (16-19-110-023)

LOT 2 IN HANSON'S RESUBDIVISION OF LOTS 4, 5, AND 6 IN BLOCK 19 IN IVES AND KNIGHT'S SOUTH OAK PARK SUBDIVISION OF BLOCKS 18 AND 19 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, IN RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 ACRES THEREOF) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1994 AS DOCUMENT NO 94 563 130, IN COOK COUNTY, ILLINOIS.

Address: 1310 S WENONAH AVE BERWYN IL 60402

PARCEL 23: (16-31-413-037)

LOT 64 IN CHICAGO TITLE AND TRUST COMPANY'S SUBDIVISION OF BLOCKS 66, 67, AND 68 (EXCEPT THE WEST 37 FEET THEREOF TAKEN FOR STREET) OF THAT PART OF CIRCUIT COURT PARTITION LYING IN SECTION 31, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 3644 S ELMWOOD BERWYN IL 60402

PARCEL 24: (16-17-309-039)

LOT 19 IN BLOCK 3 IN KENT'S SUBDIVISION IN BLOCKS 2 AND 3 IN GREENDALE, A SUBDIVISION OF THE NORTH 40 ACRES OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Address: 1045 S HIGHLAND AVE OAK PARK IL 60304

PARCEL 26: (15-22-117-013)

THE SOUTH FEET OF THE NORTH 150 FEET OF LOT 121 IN BROADVIEW, A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 2433 S 21ST AVE BROADVIEW IL 60155

PARCEL 19: (16-32-137-063)

THE SOUTH 5 FEET OF LOT 13 , ALL OF LOT 14 AND THE NORTH 2 FEET OF LOT 15 IN BLOCK 28 IN WHITE AND COLEMAN'S LAVERGNE SUBDIVISION BEING A SUBDIVISION OF BLOCKS 13 TO 28 IN CHEVIOTS FIRST DIVISION IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 3426 S AUSTIN BLVD CICERO IL 60804

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EXHIBIT B

SUBORDINATED LOAN DOCUMENTS

19. 3426 S. Austin Blvd., Cicero (Cook), IL	County of Cook Illinois recorded 1/9/96 as document number 96022298, amended on 7/22/02 by document number 20796898 Junior Assignment of Leases and Rents County of Cook, Illinois recorded on 01/0996 as document number 96022299 and an Environmental Indemnity Agreement recorded on 1/9/96 as document number 96022301
20. 1310 S. Wenonah, Berwyn (Cook), IL	County of Cook Illinois recorded 6/8/95 as document number 95372896, amended on 7/22/02 by document number 20796898
21. 1124 N. Humphrey, Oak Park (Cook), IL	County of Cook Illinois recorded 9/12/94 as document number 94791648, amended on 7/22/02 by document number 20796898
22. 4000 Maple Ave., Brookfield (Cook), IL	County of Cook Illinois recorded 2/16/95 as document number 95111425, amended on 7/22/02 by document number 20796898
23. 3644 Elmwood Ave., Berwyn (Cook), IL	County of Cook Illinois recorded 3/8/95 as document number 95155995, amended on 7/22/02 by document number 20796898
24. 1045 S. Highland Ave., Oak Park (Cook), IL	County of Cook Illinois recorded 10/17/96 as document number 96792790, amended on 7/22/02 by document number 20796898 Junior Assignment of Leases and Rents recorded on 10/17/96 as document number 96792791
25. 1407 S. Elgin, Forest Park (Cook), IL	County of Cook Illinois recorded 10/19/95 as document number 95713443, amended on 7/22/02 by document number 20796898 Junior Assignment of Leases and Rents recorded on 10/19/95 95713444
26. 2433 S. 21st Ave., Broadview (Cook), IL	County of Cook Illinois recorded 10/7/96 as document number 96762989, amended on 7/22/02 by document number 20796898 Assignment of Leases and Rents recorded on 10/7/96 as document number 96762991

County Clerk's Office