

UNOFFICIAL COPY



Doc#: 1231904033 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/14/2012 09:01 AM Pg: 1 of 15

This Instrument Prepared By
and After Recording Mail to:

Francis L. Keldermans, Esq.
Holland & Knight LLP
131 S. Dearborn Street
30th Floor
Chicago, Illinois 60603

ff 94686 Dear 30 of 3

INTERCREDITOR AND SUBORDINATION AGREEMENT

THIS INTERCREDITOR AND SUBORDINATION AGREEMENT (the "Agreement") is dated as of November 2, 2012 by and among **EMPLOYEES' RETIREMENT PLAN OF HAJOCA CORPORATION**, a Pennsylvania trust, its successors and assigns (the "Senior Lender"), **North Capital Group, LLC**, an Illinois limited liability company ("Junior Lender"), **Arlington Ridge, LLC**, an Illinois limited liability company ("Borrower"), **Avi Banker** and **Ahron Shulman**, each individually (referred to collectively as the "Guarantor").

WITNESSETH:

A. As the result of a transaction occurring simultaneously herewith whereby First Midwest Bank has sold to Junior Lender a loan it made to Borrower, Borrower is now indebted to Junior Lender in the maximum principal amount of One Million Eight Hundred Forty Six Thousand Nine Hundred Ninety Five and 62/100 Dollars (\$1,846,995.62) (the "Junior Debt", which includes any amendment, supplement or restatement thereof and any guaranties thereof;

B. As further assurance for the payment of the Junior Debt, the Borrower has granted to the Junior Lender a second lien on the "Mortgaged Property" (as set forth on Exhibit A attached hereto) under the terms of a mortgage dated December 13, 2007 (the "Junior Mortgage"). The Junior Debt, Junior Mortgage, the Junior Loan Agreement by and between Borrower and Junior Lender ("Junior Loan Agreement"), the Junior Assignment of Rents made by Borrower in favor of Junior Lender, Uniform Commercial Code ("UCC") Financing Statements, the Guaranty of the Junior Debt made by Guarantors in favor of Junior Lender, the Environmental Indemnity Agreement made by Borrower in favor of Junior Lender, (all dated as of _____), and all other documents, contracts, assignments, certificates, and agreements that evidence, secure, or in any way relate to the Junior Debt hereinafter are referred to collectively as the "Junior Loan Documents". Notwithstanding anything to the contrary contained in the Junior Loan Documents, the maximum amount that the Junior Mortgage shall now or hereafter secure with respect to the Mortgaged Property (as hereinafter defined) shall not exceed One Million Eight Hundred Forty Six Thousand Nine Hundred Ninety Five and 62/100 Dollars (\$1,846,995.62) [**Borrower's counsel to confirm documentation of Junior Debt described herein**]

Box 400-CTCC

S Y
P 15
S N
SC Y
INT X

UNOFFICIAL COPY

C. Subject to the terms and conditions of a Loan Agreement dated of even date herewith (as supplemented, amended or modified from time to time, the "Loan Agreement") between the Senior Lender and the Borrower, the Borrower is becoming indebted to the Senior Lender in a maximum aggregate amount not to exceed ONE MILLION SIX HUNDRED SIXTY THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$1,660,400.00) outstanding from time to time in the aggregate, exclusive of accrued interest, charges, expenses, attorneys' fees, other sums chargeable to the Borrower by the Senior Lender and all other Borrower's indebtedness to Lender (all such indebtedness now or hereafter arising, along with any modification, amendment, refinancing or supplement thereto and any guaranties thereof, being hereinafter referred to as the "Senior Debt");

D. As security for the payment of the Senior Debt and all liabilities and obligations of Borrower under the Senior Lender Agreements, the Borrower, pursuant to the Loan Agreement and the Mortgage and Assignment of Leases and Rents and Security Agreement and Fixture Filing dated of even date herewith (the "Senior Mortgage") has granted to the Senior Lender a first lien and continuing unconditional security interest in and upon, among other things, the real property described on Exhibit A attached hereto and all appurtenances thereto (said lien and security interest of the Senior Lender in the Mortgaged Property is referred to herein as the "Senior Lien"). Pursuant to the Loan Agreement, Borrower is executing and delivering to Lender certain other documents, agreements, and certificates and as additional security for the payment of the Senior Debt (the "Senior Collateral Documents") (hereinafter the Senior Collateral Documents, the Loan Agreement and the Senior Mortgage are collectively referred to as the "Senior Lender Agreements")

E. Junior Lender has agreed, among other things, (i) to subordinate the Junior Debt to the Senior Debt with respect to the Mortgaged Property, (ii) to subordinate the lien of the Junior Mortgage to the Senior Lien, the Senior Mortgage, and all of the other Senior Lender Agreements with respect to the Mortgaged Property (iii) to forebear for the time period set forth herein from foreclosing upon the Junior Mortgage with respect to the Mortgaged Property upon the Borrower's default until all conditions set forth in this Agreement have been satisfied in full and the Senior Debt has been repaid in full.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Priority of Liens. Notwithstanding the date, time, manner or order of perfection or attachment of the security interests and liens of the Senior Mortgage and Junior Mortgage granted by the Borrower to the Senior Lender or to the Junior Lender, and notwithstanding the usual application of the priority provisions of the Uniform Commercial Code in effect in any jurisdiction or any other applicable law or judicial decision of any jurisdiction, or whether the Junior Lender holds possession of all or any part of the Mortgaged Property or any of the other collateral for the Senior Debt, or if the Senior Lender is perfected without filing or possession in any part of the Mortgaged Property or any of the other collateral for the Senior Debt, the Senior Lien, the Senior Mortgage, and all of the other Senior Lender Agreements shall be a first, senior and prior security interest in and lien on the Mortgaged Property and all other

UNOFFICIAL COPY

collateral for the Senior Debt superior to the Junior Mortgage and all of the other Junior Loan Documents. Notwithstanding anything to the contrary contained in the Junior Loan Documents, the maximum amount that the Mortgaged Property shall now or hereafter secure by, through, or under the Junior Mortgage shall be limited to One Million Eight Hundred Forty Six Thousand Nine Hundred Ninety Five and 62/100 Dollars (\$1,846,995.62) ("Junior Lien Amount").

2. Subordination of Junior Debt.

a. The Junior Lender hereby subordinates any and all claims now or hereafter owing to it by the Borrower under the Junior Mortgage and all of the other Junior Loan Documents with respect to the Mortgaged Property to any and all claims of the Senior Lender under the Senior Mortgage, the Loan Agreement and all of the other Senior Lender Agreements, and the Junior Lender agrees that all claims of the Senior Lender with respect to the Mortgaged Property shall be paid in full in cash or otherwise satisfied (as evidenced by the cancellation of the Senior Lender Agreements) before any payment may be made on the Junior Debt, whether of principal or interest.

b. The Junior Lender agrees not to accept any payment in respect of the Mortgaged Property (without the express, prior written consent of the Senior Lender) and the Junior Lender agrees to pay over to the Senior Lender any funds that may be received by the Junior Lender from the Borrower or Guarantor arising from or relating to the Mortgaged Property. In case any funds shall be paid or delivered to Junior Lender under the circumstances described in the preceding sentence, such funds shall be held in trust by such Junior Lender for, and immediately paid and delivered to, the Senior Lender (in the form received endorsed over to the Senior Lender).

c. The Junior Lender further agrees not to sell, assign, transfer or endorse any claim or claims against the Borrower or the Guarantor arising from or relating to the Mortgaged Property to anyone, except subject to the terms and conditions of this Agreement.

d. The Junior Lender agrees that the priority of the Senior Debt set forth above shall continue during any insolvency, receivership, bankruptcy, dissolution, liquidation, or reorganization proceeding, or in any other proceeding, whether voluntary or involuntary, by or against the Borrower under any bankruptcy or insolvency law or laws relating to the relief of debtors of any jurisdiction, whether now or hereafter in effect, and in any out-of-court composition, assignment for the benefit of Junior Lender or other arrangement of any kind.

3. Forbearance from Exercise of Remedies. As long as the Senior Debt has not been paid in full in cash and discharged, Junior Lender agrees that it shall not: (a) take any action or exercise any remedy against the Borrower or Guarantor to enforce the Junior Debt with respect to the Mortgaged Property or (b) take any action or exercise any remedy under the Junior

UNOFFICIAL COPY

Mortgage or any of the other Junior Loan Documents as a result of any default under the Junior Loan Documents.

4. Junior Lender's Deemed Consent. As long as the Senior Debt has not been paid in full in cash and discharged, Junior Lender agrees that:

Junior Lender hereby consents to and approves of (without the necessity of obtaining any further document or instrument from Junior Lender) any and all Development Documents (as hereinafter defined) and all amendments, modifications, or replacements thereof. Notwithstanding the fact that Junior Lender hereby consents to and approves of any and all Development Documents, Junior Lender shall execute and deliver to Senior Lender within five (5) days after request of Senior Lender such acknowledgments, consents, agreements or documents as may be requested by Senior Lender from time to time in connection with the Development Documents. Without restricting the generality of the foregoing and for the purposes aforesaid, Junior Lender hereby appoints and constitutes Senior Lender as Junior Lender's lawful attorney-in-fact with full power of substitution in the premises to execute and deliver on behalf of Junior Lender such acknowledgments, consents, agreements or documents as may be requested from time to time by Senior Lender in connection with the Development Documents. "Development Documents" shall mean any and all documents, easements, covenants, restrictions, conditions, surveys, plats or development agreements of any nature that now or hereafter are approved by Senior Lender with respect to the development of all or any portion of the Mortgaged Property.

5. Option to Purchase Senior Debt. Senior Lender hereby grants Junior Lender an option to purchase the Senior Debt, at par (including outstanding principal and accrued and unpaid interest, fees and reimbursement obligations, and specifically including any and all prepayment penalties or premiums), at any time after the occurrence of an Event of Default under the Senior Lender Agreements and prior to the earlier of (i) the foreclosure of the Lien of Senior Lender's mortgage or acceptance of a deed in lieu thereof; or (ii) the exercise of the Senior Lender's remedies under any of the Senior Lender Agreements.

6. Exercise of Remedies by Junior Lender. Junior Lender shall not exercise any of its remedies under the Junior Loan Documents without the prior written approval of Senior Lender, which approval may be withheld or given in Senior Lender's sole discretion and may contain additional conditions. Failure of Junior Lender to obtain such approval shall be an Event of Default under the Senior Lender Agreements.

7. Sale of Mortgaged Property. Upon any sale of all or any portion of the Mortgaged Property in accordance with the terms and conditions of the Senior Lender Agreements, Junior Lender shall execute and deliver to Senior Lender within five (5) days after request of Senior Lender such partial releases of the Junior Mortgage and the Junior Loan Documents as Senior Lender may reasonably request. Without restricting the generality of the foregoing and for the purposes aforesaid, Junior Lender hereby appoints and constitutes Senior Lender as Junior Lender's lawful attorney-in-fact with full power of substitution in the premises to execute and deliver on behalf of Junior Lender such partial releases of the Junior Mortgage and the Junior Loan Documents (only with respect to the Mortgaged Property) as may be requested from time to time by Senior Lender in connection with the Development Documents.

UNOFFICIAL COPY

8. Default under Senior Lender Agreements. Senior Lender shall send to Junior Lender a copy of any notice of default delivered to Borrower pursuant to the Senior Lender Agreements. Junior Lender shall have the right (but not the obligation) to cure any default by Borrower under the Senior Lender Agreements, and Senior Lender shall: (a) accept performance by Junior Lender as if such performance were tendered by Borrower, and (b) not accelerate the Senior Debt by reason thereof, so long as Junior Lender cures (1) any such monetary default within ten (10) days after receipt of written notice thereof, or (2) any such nonmonetary default within thirty (30) days after receipt of written notice thereof; provided, however, that (x) if such nonmonetary default cannot reasonably be cured within such thirty (30) day period, such period shall be extended so long as Junior Lender commences to cure such default within such thirty (30) day period and thereafter diligently proceeds to cure such default until completion but in all cases within ninety (90) days after receipt of the original written notice; and (y) Junior Lender shall not be required to cure (and Senior Lender shall waive) defaults Junior Lender is incapable of curing (e.g., covenants relating to the financial condition of Borrower) or that relate only to principals of Borrower or to any Guarantor; provided, however that this subsection (y) shall not apply to defaults by the Borrower of any benchmarks set forth in the Senior Loan Agreement. The Senior Lender's covenant to provide the Junior Lender with a copy of any notice of default delivered to Borrower pursuant to the Senior Lender Agreements shall not in any way affect the obligations of Borrower nor give rise to any defense by Borrower under the Senior Lender Agreements to any such default.

9. Proceeds. The order of priority of liens set forth in Section 1 hereof shall apply to all proceeds of the Mortgaged Property and all other collateral for the Senior Debt, including, without limitation, any insurance proceeds payable in the event of loss of, or damage to, the Mortgaged Property and all other collateral for the Senior Debt.

10. Perfection and Release of Liens. Upon payment and satisfaction of the Junior Lien Amount, the Junior Lender shall release the Junior Mortgage and the Junior Loan Documents with respect to the Mortgaged Property, if in existence at such time, within in five (5) business days after request of the Senior Lender.

11. Voided Payments. To the extent that the Borrower or the Guarantor makes any payment on the Senior Debt, which, within one (1) year of the date of such payment, is subsequently invalidated, declared to be fraudulent or preferential, set aside or is required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or Federal law, common law or equitable cause (such payment being hereinafter referred to as a "Voided Payment"), then to the extent of such Voided Payment that portion of the Senior Debt which had been previously satisfied by such Voided Payment shall be revived and continue in full force and effect as if such Voided Payment had never been made. In the event that a Voided Payment is recovered from the Senior Lender, an Event of Default (as defined in the Loan Agreement) shall be deemed to have occurred and to be continuing from the date of such recovery from the Senior Lender of such Voided Payment until the full amount of such Voided Payment is fully and finally restored to the Senior Lender and until such time as the provisions of this Agreement shall be in full force and effect.

UNOFFICIAL COPY

12. Violation of Agreement by the Borrower. Borrower and Guarantor agree to make no payment whatsoever on the Junior Debt nor consent to or participate in any act which is in violation of the provisions of this Agreement.

13. Immediate Effect. This Agreement shall be effective immediately upon its execution by each of the parties hereto, and there are no conditions precedent or subsequent to the effectiveness of this Agreement.

14. Successors and Assigns; Continuing Effect, Etc. This Agreement is being entered into for the benefit of, and shall be binding upon, each of the Senior Lender, the Junior Lender, the Borrower, and their respective permitted successors, assigns, heirs and personal representatives, as applicable. The Senior Lender may participate out to other parties any portion of its interest under the Senior Debt and no such participant shall be required to become a signatory hereto. Any assignee or transferee shall execute and deliver to the other parties hereto an agreement pursuant to which they become parties hereto as fully as if they were signatories hereto and providing for the effectiveness of this Agreement as to such transferee or assignee and other parties, and the lien and debt priority of such party shall be that of such party's assignor and transferor. This Agreement shall be a continuing agreement, shall be irrevocable and shall remain in full force and effect so long as any of the Senior Debt or the Junior Debt is outstanding and so long as the Loan Agreement has not been terminated.

15. Notification of Default. The Senior Lender and the Junior Lender shall give written notice to the other of a default by the Borrower or Guarantor under Senior Debt or a breach or default by the Borrower or the Guarantor under the Junior Debt, respectively; *provided, however*, that the failure to give such notice, absent gross negligence, shall not be deemed to be a breach of this Agreement and shall not affect the effectiveness or any declaration of such breach, default or Event of Default, as the case may be. The Junior Lender understands that, subject to any grace or cure period under its agreements with the Borrower, any default by the Borrower or Guarantor under the Junior Debt is, automatically, an Event of Default of the Borrower under the Senior Debt. Nothing in this Agreement shall be interpreted to limit or restrict the right of the Senior Lender and the Junior Lender to waive any default under their respective documents, and the Senior Lender, and the Junior Lender agrees that any waiver will be in writing and to provide the other parties hereto with a copy of any such waiver.

16. Notices. Except as otherwise provided herein, all notices, requests and demands to or upon a party hereto to be effective shall be in writing and shall be sent by certified or registered mail, return receipt requested, personal delivery against receipt, delivery service against receipt, overnight courier service against receipt, or by telegraph or telex and, unless otherwise expressly provided herein, shall be deemed to have been validly serviced, given or delivered when delivered against receipt, or one (1) Business Day after deposit in the mail, postage prepaid, or, in the case of telegraphic notice, when delivered to the telegraph company, or, in case of telecopier notice, when sent, addressed as follows:

If to Senior Lender:

Employees' Retirement Plan of Hajoca Corporation
Attn: Steven Fass
555 Skokie Blvd., Suite 555

UNOFFICIAL COPY

Northbrook, IL 60062
Telephone: 847-313-6458
e-mail: sfass@ebixby.com

With a copy to:

Francis L. Keldermans
Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, Illinois 60603
Telephone: 312-715-5773
e-mail: frank.keldermans@hklaw.com

If to the Junior Lender:

North Capital Group, LLC

With copy to:

Mitchell Lieberman
Noonan and Lieberman Ltd.
105 W Adams #1100
Chicago Illinois 60603
p:312-431-1455
f: 312-431-1456
email mlieberman@noonanandlieberman.com

If to the Borrower

Arlington Ridge, LLC
555 W. Jackson Street, Ste. 500
Chicago, IL 60661

and Guarantor:

Avi Banker
c/o Special Assets Inc.
7370 N. Cicero Ave.
Lincolnwood, IL 60712

Ahron Shulman
c/o Special Assets Inc.
7370 N. Cicero Ave.
Lincolnwood, IL 60712

With a copy to:

Mitchell Lieberman
Noonan and Lieberman Ltd.
105 W Adams #1100
Chicago Illinois 60603
p:312-431-1455
f: 312-431-1456
email mlieberman@noonanandlieberman.com

UNOFFICIAL COPY

The parties hereto may designate such other address or telecopier number by written notice in the aforesaid manner.

17. Amendments; Modifications. This Agreement may not be modified, altered or amended except by an agreement in writing executed by all of the parties hereto.

18. Amendment. The Junior Lender and the Borrower agree to forbear from modifying, altering or amending any payment amount or payment term of the Junior Loan Documents without the prior written consent of the Senior Lender.

19. Cost and Expenses of Enforcement. The defaulting party agrees to pay all reasonable costs, legal expenses and attorneys' and paralegals' fees of every kind, paid or incurred by the non-defaulting party in enforcing its rights hereunder, including, but not limited to, litigation instituted in a State or Federal Court, as hereinafter provided (including proceedings under the United States Bankruptcy Code) enforcing obligations of the defaulting party under this Agreement.

20. FORUM; AGENT; VENUE; JURY TRIAL WAIVER. TO INDUCE THE SENIOR LENDER TO ACCEPT THIS AGREEMENT, EACH OF THE BORROWER AND THE JUNIOR LENDER IRREVOCABLY AGREES THAT, SUBJECT TO THE SENIOR LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDING IS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED ONLY IN COURTS HAVING SITUS WITHIN CHICAGO, ILLINOIS. EACH OF THE BORROWER AND THE JUNIOR LENDERS HEREBY CONSENTS AND AGREES THAT THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR, AT THE SENIOR LENDER'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE SENIOR LENDERS AND ANY OTHER PARTY HERETO PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH OF THE BORROWER AND THE JUNIOR LENDERS HEREBY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH IT IS A PARTY.

21. Governing Law. This Agreement shall be governed and controlled by the laws of the State of Illinois without regard to principles of conflict of laws.

22. Severability. In the event any one or more of the provisions contained herein shall for any reason be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

UNOFFICIAL COPY

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed one original and all of which taken together shall constitute one and the same instrument.

24. Definitions. All capitalized terms used in this Agreement which are not specifically defined herein shall have the meaning set forth in the Loan Agreement.

25. Patriot Act. Borrower represents and warrants to Senior Lender and Junior Lender that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person or entity. Borrower further represents and warrants to Senior Lender and Junior Lender that Borrower and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

26. The Borrower's and Guarantor Acknowledgment. The Borrower and Guarantor hereby consent to this Agreement and agree to abide by the terms hereof.

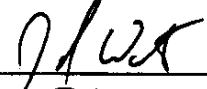
[SIGNATURE PAGE FOLLOWS]

UNOFFICIAL COPY

In witness whereof the parties hereto have executed this Intercreditor Lender and Subordination Agreement the day and year first above written.

JUNIOR LENDER

North Capital Group, LLC

By: 
Name: Jake Weiss
Title: Manager

SENIOR LENDER


Employees' Retirement Plan of Hajoca Corporation

By: _____
Name: _____
Title: _____

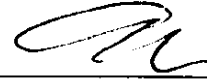
BORROWER


Arlington Ridge, LLC,
an Illinois limited liability company


By: Arlington Ridge Manage, LLC,
an Illinois limited liability company

By: 
Ari Shulman, its Manager

GUARANTOR


Avi Banker


Ahron Shulman

By: 
Avi Banker, its Manager

Property of Cook County Clerk's Office

UNOFFICIAL COPY

In witness whereof the parties hereto have executed this Intercreditor Lender and Subordination Agreement the day and year first above written.

JUNIOR LENDER

North Capital Group, LLC

By: _____
Name: _____
Title: _____

SENIOR LENDER

Employees' Retirement Plan of Hajoca Corporation

By: Steven Fass
Name: Steven Fass
Title: Authorized Representative

BORROWER

Arlington Ridge, LLC,
an Illinois limited liability company

By: Arlington Ridge Manage, LLC,
an Illinois limited liability company

By: Ari Shulman
Ari Shulman, its Manager

By: Avi Banker
Avi Banker, its Manager

GUARANTOR

Avi Banker

Ahron Shulman
Ahron Shulman

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ACKNOWLEDGMENT

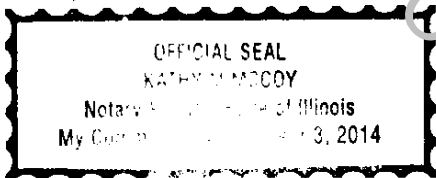
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Dupage Ill

On 11/1, 2012 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared **Avi Banker** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Agreement as Individual Guarantor, as Manger of the Borrower, and acknowledged to me that the execution thereof was his free and voluntary act and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(SEAL)



Notary Public in and for the
State of *IL*

My commission expires: 4-3-14

ACKNOWLEDGMENT

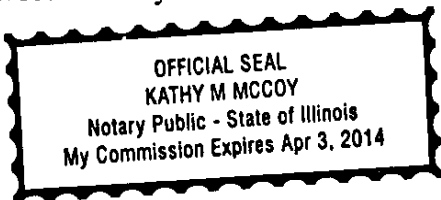
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Dupage Ill

On 11/1, 2012 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared **Ahron Shulman** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Agreement as Individual Guarantor, as Manger of the Borrower, and acknowledged to me that the execution thereof was his free and voluntary act and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(SEAL)



Notary Public in and for the
State of *IL*

My commission expires
4-3-14

UNOFFICIAL COPY

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On Oct. 31, 2012 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Steven Fass personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the authorized agent of Employees' Retirement Plan of Hajoca Corporation and acknowledged to me that the execution thereof was his free and voluntary act and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(SEAL)



Kimberly M Banks
Notary Public in and for the
State of Illinois
My commission expires: 6-13-2016

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On _____, 2012 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as _____ of Junior Lender and acknowledged to me that the execution thereof was his free and voluntary act and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for the
State of _____

My commission expires: _____

UNOFFICIAL COPY

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF ~~COOK~~)
 DuPage)

On 11/11, 2012 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the authorized agent of Employees' Retirement Plan of Hajoca Corporation and acknowledged to me that the execution thereof was his free and voluntary act and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for the
State of
My commission expires:

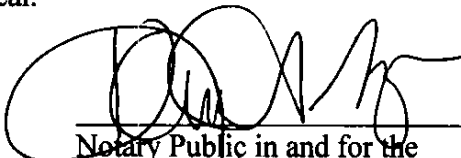
ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On October 31, 2012 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Jake Weiss personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as manager of Junior Lender and acknowledged to me that the execution thereof was his free and voluntary act and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.





Notary Public in and for the
State of ILLINOIS

My commission expires: 4/15/14

UNOFFICIAL COPY

EXHIBIT A

UNIT 2, 3, 4 AND 5 IN THE ARLINGTON RIDGE CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1 IN ARLINGTON RIDGE WEST, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, PURSUANT TO THE PLAT OF SUBDIVISION RECORDED DECEMBER 20, 1979 AS DOCUMENT 25290181 IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 3, 2012 AS DOCUMENT NUMBER 1203431030, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 3201-3231 N. WILKE ROAD, ARLINGTON HEIGHTS, IL

PIN# 03-07-100-007-0000