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13-134874

SUBORDINATION AGREEMENT



Doc#: 1312010045 Fee: \$46.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/30/2013 03:23 PM Pg: 1 of 5

THIS SUBORDINATION AGREEMENT ("Agreement") is made effective as of the recording date hereof by and between AMERICAN ENTERPRISE BANK, an Illinois banking corporation ("Junior Lender"); Wells Fargo Bank, N.A., ("New Lender"); and, Shahid Pervaz and Judith R. Lomas (collectively "Borrower").

1. Parties. Borrower is indebted to the Junior Lender in the principal amount of \$ 1,245,000.00 ("Junior Indebtedness") as evidenced by that Promissory Note dated March 22, 2005 and secured by that certain mortgage dated March 22, 2005 and recorded on April 7, 2005 as document number 0509750183 with the Cook County Recorder of Deeds ("Junior Mortgage") that is a valid lien on certain real property owned by the Borrowers legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

and the common address of 4340 Cleveland St., Skokie, IL 60076 ("Property"). The Borrower intends to obtain a loan from the New Lender in the amount of \$ 235,800.00 ("New Loan Indebtedness") to be secured by a mortgage against the Property in the amount of the New Loan Indebtedness.

2. Subordination. In consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Junior Lender hereby agrees that its Junior Mortgage is subordinate, inferior and junior to the New Mortgage, when recorded, subject to and contingent upon the New Lender's and Borrower's performance and representations under this Agreement.

3. Contingencies. The Junior Lender's subordination of its Junior Mortgage to the subsequently recorded New Mortgage is expressly contingent upon the following: (a) any existing evidence of debt or liens on the Property other than Junior Mortgage, including without limitation, certain mortgage dated August 20, 2004 and recorded on September 8, 2004 as document number 0425205229 and re-recorded as document number 0509049029 with the Cook County Recorder of Deeds ("Existing Mortgage"), are hereby released, remised, waived and are no longer affecting title to the Property and any notes secured by the Existing Mortgage are paid in full; (b) the New Loan Indebtedness shall not be increased at any time and for any reason, regardless of any amendments, supplements or revisions to the New Mortgage or such additional sums, advances and expenses incurred by New Lender for the insuring, preserving or otherwise protecting the Property. In the event the contingencies in this paragraph 3 are not fulfilled and continue to be fulfilled while the Junior Lender is owed any of the Junior Indebtedness or holds the Junior Mortgage, this Agreement shall be null void and of no effect or enforcement.

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4. **Payments to Junior Lender.** Nothing in this Agreement or any other arrangement between Junior Lender and New Lender shall prohibit the payment on the Junior Indebtedness from the Borrower to Junior Lender due and owing the Junior Lender. Junior Lender shall have no obligation to pay over to New Lender any payments on the Junior Indebtedness.

5. **Borrower Representations.** As inducement to enter into this Agreement, Borrower represents and warrants to Junior Lender that (i) no material adverse change has taken place to the Property or to the Borrower's financial condition since the Borrower originally executed the documents evidencing the Junior Indebtedness and; (ii) the New Loan Indebtedness does not exceed the amount of the Existing Mortgage. By signing this Agreement, the Borrower hereby re-affirms the Junior Indebtedness owed to the Junior Lender and agrees that Borrower shall not apply or request the New Lender to increase the amount of the New Loan Indebtedness.

6. **Right to Cure.** New Lender agrees that, upon default of Borrower under the documents evidencing the New Loan Indebtedness, and prior to New Lender's exercise of any remedies under such Loan Documents, Lender shall give the Junior Lender notice thereof by personal delivery or by certified mail, return receipt requested, at the address set forth below its signature, which notice shall be deemed effective upon receipt. The Junior Lender shall have sixty (60) days after receipt of the notice of Borrower's default to cure such default on behalf of Borrower, provided that if such default cannot reasonably be cured within such sixty (60) day period and the Junior Lender shall have commenced to remedy such default and is diligently pursuing the cure of such default, then such sixty (60) day period shall be extended to such time as the Junior Lender shall reasonably require to cure such default, including such time as is necessary to gain possession of the Property (the "**Cure Period**"). New Lender agrees not to exercise any of its remedies under the New Mortgage or any documents evidencing the New Loan Indebtedness until expiration of the Cure Period. New Lender shall accept cure by Junior Lender of such default as if such cure was made by Borrower, provided such cure is effected within the Cure Period.

7. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. This Agreement shall run with the land. No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge or change is sought. No provision hereof shall be modified, limited or waived by failure or delay to perform, course of conduct or usage of trade except by a written agreement executed pursuant hereto. In the event that any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall not be in any way affected, prejudiced or disturbed thereby. This Agreement and all acknowledgments and consents hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. The persons executing this Agreement on behalf of a party hereto represent and warrant to the other party that he or she has been duly authorized by such party to so execute this Agreement.

[signature page to follow]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement pursuant to authority duly given, as of the date first above written.

JUNIOR LENDER:

American Enterprise Bank, an Illinois state chartered bank

By: *Elizabeth B. Hankins*
Name: Elizabeth B. Hankins
Its: Vice President

By: *Rahul Barot*
Name: Rahul Barot
Its: Managing Director - SBA

Address: American Enterprise Bank
600 N. Buffalo Grove Road
Buffalo Grove, IL 60089
ATTN: Loan Operations

NEW LENDER:

Wells Fargo Bank, N.A.

By: *Vipul Gandhi*
Name: VIPUL GANDHI
Its: HMC

Address: *1600 W. 16th ST*
OAK BROOK, IL 60523

BORROWER:

Shahid Pervaz
Name: Shahid Pervaz

Name

Address: 4340 Cleveland St.
Skokie, IL 60076

Prepared by and upon recording, Jane Smith
return to: AMERICAN ENTERPRISE BANK
600 N. Buffalo Grove Road
Buffalo Grove, IL 60089
ATTN: Loan Operations



1301 W. 22nd Street, Ste. 505
Oak Brook, IL 60523

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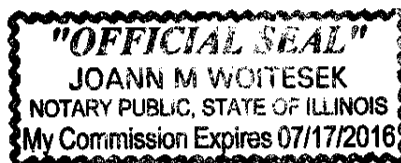
STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Elizabeth B. Hankins and Rahul Barot, personally known to me to be the Vice President and Managing Director-SBA of American Enterprise Bank, an Illinois banking corporation, 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, pursuant to authority duly given by said banking corporation, he signed and delivered the instrument as such Vice President and Managing Director - SBA of said banking corporation, as his/her free and voluntary act, and as the free voluntary act of said banking corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 4TH day of April, 2013.

Joann M. Wojtesek
 Notary Public

Commission expires 07-17-2016



STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

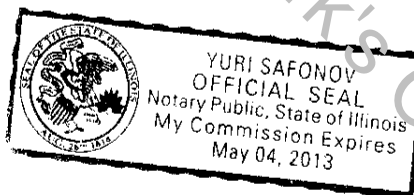
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that SHAHID PERVAZ, personally known to me to be the HOME OWNER of SUBJECT PROPERTY, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, pursuant to authority duly given by said banking corporation, he signed and delivered the instrument as such HOME OWNER of said banking corporation, as his free and voluntary act, and as the free voluntary act of said banking corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 22 day of APRIL, 2013

[Signature]
 Notary Public

Commission expires 05-04-13

STATE OF ILLINOIS)
) SS
 COUNTY OF SMITH)

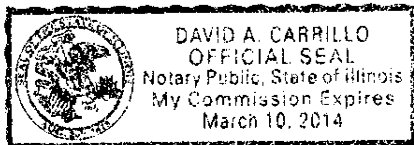


I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that VIRAL GANDHI, personally known to me to be the HOME of WEUS FARRO, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, pursuant to authority duly given by said banking corporation, he signed and delivered the instrument as such HOME of said banking corporation, as his/her free and voluntary act, and as the free voluntary act of said banking corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 02 day of APRIL, 2013.

[Signature]
 Notary Public

Commission expires 3/10/14



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 146 AND 147 IN KRENN AND DATO'S MAIN-KOSTNER SUBDIVISION OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 10-22-408-035-0000
10-22-408-036-0000

Address of Real Estate: 4340 Cleveland Street, Skokie, IL 60076