



Doc#: 1314156015 Fee: \$56.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/21/2013 09:57 AM Pg: 1 of 10

Prepared by, record and return to  
**Banco Popular North America**  
Attn: Loan Servicing – 5<sup>th</sup> Floor  
9600 W Bryn Mawr  
Rosemont, IL 60018  
LN #10009208-19023

## SUBORDINATION AGREEMENT

This Subordination Agreement (the "Agreement") is made and executed as of March 28, 2013, by the County of Cook, a body politic and corporate of the State of Illinois ("Subordinated Lender") and Aspire of Illinois, an Illinois not-for-profit corporation ("Borrower"), to and for the benefit of Banco Popular North America ("Senior Lender").

### RECITALS

A. Borrower is obligated to Subordinated Lender under the "Subordinated Loan" as evidenced by a Note dated February 06, 1995, executed by Parc Inc as the maker, payable to Cook County as the payee, in the original principal amount of \$110,351.00 (the "Subordinated Note") which Subordinated Loan and Subordinated Note were secured by that certain Mortgage from Parc Inc to Cook County, filed of record February 07, 1995 as **Document Numbers 95092284**, in the original principal amount of \$110,351.00, in the Public Records of Cook County, Illinois (the "Subordinated Mortgage"). (the Subordinated Loan, the Subordinated Note, Subordinated Mortgage, and all documents, instruments and filings evidencing or securing the Subordinated Mortgage, the Subordinated Note, including, without limitation, the Subordinated Mortgage, as assigned to Subordinated Lender, are collectively referred to as the "Subordinated Documents").

B. Borrower has executed and delivered or will execute and deliver a Promissory Note dated March 23, 2011 to and in favor of Senior Lender to evidence a loan being made by Senior Lender to Borrower (the "Senior Loan") in the original principal amount of \$2,600,000.00 (the "Senior Note"), in accordance with the terms and conditions of a Loan and Security Agreement dated March 23, 2011, between Borrower and Senior Lender (the "Senior Loan Agreement"), which Senior Loan and Senior Note are or will be secured by that certain Mortgage and Security Agreement and Assignment of Rents from Aspire of Illinois to Senior Lender, filed of record April 04, 2011 as Document Numbers 1109450039 and 1109450040 in the original principal amount of \$2,600,000.00, in the Public Records of Cook County, Illinois (the "Senior Mortgage"), and all documents, instruments and filings evidencing or securing the Senior Loan (the Senior Loan, Senior Loan Agreement, Senior Note, Senior Mortgage and all documents, instruments and filings evidencing or securing the Senior Loan are collectively referred to as the "Senior Documents").

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C. As a condition of making the Senior Loan to Borrower, Subordinate Lender and the other entities liable thereon, Senior Lender requires that the Subordinated Documents and all of Subordinated Lender's rights and interests under the Subordinated Documents be subordinated to the Senior Documents and all of Senior Lender's rights under the Senior Documents and Subordinated Lender is willing to make such subordination.

D. The [property/properties] that [is/are] subject to the Subordinate Mortgage and Senior Mortgage [is/are] described in Exhibit A attached hereto.

## AGREEMENT

In exchange for good and valuable consideration, including, without limitation the making of the Senior Loan, the receipt and adequacy of which are hereby acknowledged, Subordinated Lender and Borrower agree as follows:

1. Subordination of Rights and Remedies. Subject to the provisions of Section 8(b) below, Subordinated Lender hereby unconditionally subordinates both (i) the priority of the Subordinated Documents to the Senior Documents and (ii) its rights and remedies under the Subordinated Documents to the priority of rights and remedies of Senior Lender under the Senior Documents. Subordinated Lender acknowledges and agrees that the rights, remedies and interests of Subordinated Lender under the Subordinated Documents shall be inferior, junior and subject to the rights, remedies and interests of the Senior Documents and all extensions, modifications or renewals of the Senior Documents that may occur after the date of this Agreement. If any action to be taken by Borrower under the Senior Documents requires the consent of Subordinated Lender, then notwithstanding anything to the contrary in this Agreement or any other agreement, Subordinated Lender hereby grants such consent if such action is required by or consented to by Senior Lender.
2. Subordination of Payments. So long as there is no default under the Senior Documents, Subordinated Lender may accept and Borrower may pay all or any part of any principal, interest, fees, costs, charges or expenses due under the Subordinated Loan. Upon a default under the Senior Documents, the payment of the Subordinated Loan shall immediately be subordinate and junior in right of payment to the payment in full of the Senior Loan and Subordinate Lender shall not accept and Borrower shall not pay all or any part of any principal, interest, fees, costs, charges or expenses due under the Subordinated Loan. In addition, upon a default under the Senior Documents, the Subordinated Loan shall be immediately subordinated as a claim against Borrower or any of the assets of Borrower, whether such claim be (i) in the event of any reorganization, or (ii) other than in connection with a reorganization, to the payment in full of the Senior Loan. Borrower agrees that it will not make or give, and Subordinated Lender agrees that it will not accept or receive, any payment of or any additional collateral security for the Subordinated Loan, including, without limitation, any payment received through the exercise of any right of setoff, counterclaim or crossclaim, until the Senior Loan has been paid in full.

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3. Distribution in Reorganization or Bankruptcy. In the event of any reorganization of Borrower (or any predecessor in title to Borrower of the property which secures the Subordinated Loan) or its properties, or in the event of the bankruptcy of Borrower (or any predecessor in title to Borrower of the property which secures the Subordinated Loan), the Senior Loan shall first be paid in full, in cash, before any payment is made on the Subordinated Loan, and in any such proceedings any payment or distribution of any kind or character, whether in cash, property or securities, which may be payable or deliverable in respect of the Subordinated Loan shall be paid or delivered directly to Senior Lender for application in payment of the Senior Loan, unless and until the Senior Loan shall have been paid or satisfied in full. Subordinated Lender does hereby authorize Senior Lender to accept and receive for it any such payment or distribution and to apply such payment against the Senior Loan, and to do any and all things and to execute all instruments necessary to effectuate the foregoing. In the event that upon any such reorganization or bankruptcy, any payment or distribution of assets of Borrower of any kind or character, whether in cash, property or securities, shall be received by Subordinated Lender before the Senior Loan is paid in full, such payment or distribution shall be immediately paid over to Senior Lender for application to the payment of the Senior Loan remaining unpaid until all of the Senior Loan shall have been paid in full, after giving effect to any concurrent payment or distribution to Senior Lender.
4. Effect of Provisions. The provisions in this Agreement are solely for the purpose of defining the relative rights of Senior Lender and Subordinated Lender, and none of the provisions shall impair, as between Borrower and Subordinated Lender, the obligations of Borrower to pay the Subordinated Loan in accordance with the terms of the Subordinated Loan or this Agreement, nor shall any such provisions prevent Subordinated Lender from exercising all remedies otherwise permitted by applicable law or under the terms of the Subordinated Loan upon a default thereunder, subject to the rights of Senior Lender under the provisions of this Agreement.
5. Subrogation. Subject to the payment in full of the Senior Loan, Subordinated Lender shall be subrogated to the rights of Senior Lender to receive payments or distributions of assets of Borrower made on the Senior Loan until the Subordinated Loan shall be paid in full and, for the purposes of such subrogation, no payments or distributions to Senior Lender of any cash, property or securities to which Subordinated Lender would be entitled except for the provisions of this Agreement, and no payment pursuant to the provisions of this Agreement to Senior Lender, by Subordinated Lender, shall, as between Borrower, the creditors of Borrower, or its predecessors in title to the property encumbered by the Senior Loan (other than Senior Lender) and Subordinated Lender, be deemed to be a payment by Borrower to or on account of the Senior Loan.
6. Agreement to Hold in Trust. If Subordinated Lender shall receive any payment on the Subordinated Loan in violation of this Agreement, Subordinated Lender shall hold such payment in trust for the benefit of Senior Lender and pay it over to Senior Lender

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for application on the Senior Loan.

7. Subordinated Lender's Junior Security. Subordinated Lender hereby confirms that regardless of the relative times of execution, delivery or recordation of the Subordinated Documents and the Senior Documents or the perfection of the security interests created thereby, and regardless of anything in the Subordinated Documents to the contrary, any security interest or liens granted from time to time to Senior Lender as security for the Senior Loan shall in all respects be first and senior security interests and liens, superior to any security interests or liens granted to Subordinated Lender as security for the Subordinated Loan.
8. Limitations on Subordinated Lender. Subordinated Lender, for itself and its successors and assigns, agrees for the benefit of Senior Lender that so long as any part of the Senior Loan remains outstanding, Subordinated Lender will not, without the prior written consent of Senior Lender, (a) take any action to accelerate or demand the payment of the Subordinated Loan or to foreclose or otherwise realize on any security or guaranty given to secure or guarantee the Subordinated Loan prior to the earliest of (i) the maturity date under the Senior Loan, (ii) the commencement by Senior Lender of any action to foreclose on any security given to secure the Senior Loan which constitutes an obligation of Borrower, and (iii) the acceleration of the Senior Loan, (b) transfer, sell, assign or otherwise dispose of all or any part of the Subordinated Loan or any rights in respect thereof except to an person who agrees to become a party to this Agreement and Subordinated Lender will affix a notation on the Subordinated Note which gives notice of this Agreement to such assignee, (c) commence, or join with any other creditor in commencing any bankruptcy, reorganization or insolvency proceedings with respect to Borrower, (d) seek any accounting from Senior Lender in respect to the proceeds of the any property, or (e) initiate, prosecute or participate in any claim, action or other proceeding challenging the enforceability, validity, perfection or priority of the Senior Loan or the other obligations under the Senior Documents or any liens and security interests securing the Senior Loan and the other obligations under the Senior Documents.
9. Further Assurances. In addition to, and not in limitation of anything herein, Borrower and Subordinated Lender, for themselves and their respective successors and assigns, agree to execute and deliver to Senior Lender, and Borrower and Senior Lender agree to execute and deliver to Subordinated Lender, in each case at the expense of Borrower, such further documents and instruments and to take such further action as Senior Lender or Subordinated Lender may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement.
10. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered or when deposited in the United States mail, by registered or certified mail, addressed as follows:

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Subordinated Lender: County of Cook  
 Bureau of Economic Development  
 69 West Washington, Suite 2900  
 Chicago, IL 60602  
 Attention: HOME Program Manager

Senior Lender: Banco Popular North America  
 9600 W Bryn Mawr  
 Rosemont, IL 60018  
 Attn: Abdullah Tadros

Borrower: Aspire of Illinois

[ ]

Such addresses may be changed by notice to the other party given in the same manner provided in this Section.

11. Right to Amend. Senior Lender hereby reserves the right, in its sole discretion and without in any way diminishing or altering its rights under this Agreement or the subordination provisions contained in this Agreement, to modify, amend, extend, renew, waive or release any of the terms of the Senior Documents or of any other document relative thereto, other than this Agreement, including without limitation, increasing the applicable interest rate and/or extending the maturity date of the Senior Note, and to exercise or refrain from exercising any powers or rights which Senior Lender may have thereunder, except that Senior Lender agrees to provide written notice to Subordinated Lender of any such modification, amendment, extension, renewal, waiver or release of any of the terms of the Senior Documents or of any other document relative thereto.
12. Inconsistent Terms. Senior Lender, Subordinated Lender and Borrower expressly understand, acknowledge and agree that this Agreement shall supersede, to the extent inconsistent with this Agreement, any provisions of the Subordinated Documents.
13. Consent of Subordinated Lender Notwithstanding anything to the contrary in this Agreement, the Subordinated Documents or otherwise, Subordinated Lender hereby consents to the execution and recording of the Senior Documents and the lien and security interest created by the Senior Documents.

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14. Waiver. Subordinated Lender waives presentment, demand, protest, and notice and agrees that Senior Lender, with reasonable notice to Subordinated Lender, and which consent of Subordinated Lender shall not be withheld, upon such terms as Senior Lender may deem advisable, without releasing or discharging Subordinated Lender from this Agreement or affecting the lien or priority of the Senior Documents, may (a) extend, in whole or in part, by renewal or otherwise, the time of payment or performance of any obligation secured by the Senior Documents; (b) release, surrender, exchange or modify any obligation secured by the Senior Documents, or any security for such obligation; or (c) settle or compromise any claim with respect to any obligation secured by the Senior Documents, or against any person who has given security for any such obligation. Subordinated Lender ratifies any such extension, renewal, release, surrender, exchange, modification, settlement, or compromise and waives all defenses, counterclaims or offsets which Subordinated Lender might have by reason thereof.
15. Severability. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
16. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties to this Agreement on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
18. Attorney Fees. Upon the occurrence of default by Borrower and/or Subordinated Lender under this Agreement, Senior Lender may employ an attorney or attorneys to protect Senior Lender's rights under this Agreement, and Borrower shall pay Senior Lender reasonable attorney fees and costs actually incurred by Senior Lender, whether or not action is actually commenced against Subordinated Lender or Borrower by reason of such breach. Borrower shall also pay to Senior Lender any attorney fees and costs incurred by Senior Lender with respect to any insolvency or bankruptcy proceeding or other action involving Subordinated Lender or Borrower or any predecessor or successor or assign of either of them. If Senior Lender initiates foreclosure proceedings, Borrower and all other obligors under the Senior Loan shall pay all costs incurred and attorney fees and costs as provided in the Senior Documents.

[SIGNATURE PAGES TO FOLLOW.]

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DATED as of 3 28, 2013.

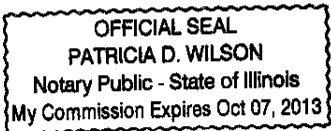
SUBORDINATED LENDER:

Cook County

By: [Signature]  
Name: Herman Brewer  
Title: Bureau Chief

STATE OF ILLINOIS  
COUNTY OF COOK

3 The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March, 2012, by Herman Brewer as Bureau Chief of Planning Dev., on behalf of Cook County, and he acknowledged before me that he is personally known to me or has produced Driver's license as identification.



[Signature]  
(Signature of Notary Public)  
Print Name: Patricia D. Wilson  
Commission No.: 625591  
My Commission Expires: 10-7-13

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BORROWER:

Aspire of Illinois, an Illinois not-for-profit corporation

By: [Signature]  
Name: James Keles  
Title: President and CEO

STATE OF Illinois  
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 2nd day of May, 2013, by James Keles as President/CEO of Aspire, on behalf of Aspire, and he acknowledged before me that he is personally known to me or has produced Driver's License as identification.



[Signature]  
(Signature of Notary Public  
Print Name: Selena LeSure  
Commission No.: 714302  
My Commission Expires: 4/10/17



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SENIOR LENDER:

Banco Popular North America

By: [Signature]  
Name: ATENCIAH Y. TADROS  
Title: VP

STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of APRIL, 2013, by A. TADROS, as VP of Banco Popular North America, on behalf of Banco Popular North America, and he acknowledged before me that he is personally known to me or has produced DRIVERS LIC as identification.

[Signature]  
(Signature of Notary Public  
Print Name: JANET L ROSCH  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



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## EXHIBIT A

LOT 51 IN GEORGE F. NIXON AND COMPANY'S WESTCHESTER IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 21 TOWNSHIP 39 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

1231 S MANHEIM ROAD, WESTCHESTER, IL  
15-21-103-001-0000

Property of Cook County Clerk's Office