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Prepared by and after recording mail to:
Law Offices of Ian B. Hoffenberg LLC
221 N. LaSalle Suite 1300
Chicago, IL 60601

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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/23/2013 10:25 AM Pg: 1 of 10

2012

Property of Cook County, Illinois

SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement"), made this 31st day of July, 2013, by and among ROGELIO TIJERINA, (collectively hereinafter referred to as "OWNER"), DAVIS MCGRATH LLC (hereinafter described as "SUBORDINATE LENDER") and CONTINUUM CAPITAL FUNDING, LLC (hereinafter "LENDER").

WHEREAS, the OWNER is the current owner of the certain real estate commonly known as 941 North Damen, Chicago, IL, and legally described in Exhibit A attached hereto (hereinafter referred to as the "941 Property"), as well as being the owner of the property 1153 West Grand, Chicago, IL (hereinafter referred to as "1153 Property"), and

WHEREAS, the Lender has made a loan to OWNER (the "1153 Loan") on August 22, 2011, which Loan is evidenced by a certain promissory note ("1153 Note"), in the amount equal to FOUR HUNDRED THOUSAND and no/100 Dollars (\$400,000.00) ("1153 Loan Amount") dated as of August 22, 2011, made by OWNER in favor of Lender, secured by, among other things, a certain Mortgage, Security Agreement, Assignment of Leases and Rents and UCC Fixture Filing (as amended from time to time, to date, and hereafter amended, referred to as the "1153 Mortgage"), dated evenly with the 1153 Note, granting a security interest to Lender in the 1153 Property legally described in Exhibit A to the 1153 Mortgage, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 25, 2011, as Document No. 1123722022;

WHEREAS, the Lender is to make an additional Loan to OWNER, in conjunction herewith (hereinafter the 941 Loan), evidenced by a certain revolving line of credit promissory note (the "941 Note") in the amount of THREE HUNDRED THOUSAND and no/100 Dollars (\$300,000.00), and the OWNER, in conjunction with the additional Loan has agreed to grant a mortgage lien on the 941 Property via a Revolving Line of Credit Mortgage, Security Agreement, Assignment of Leases and Rents and UCC Fixture Filing (hereinafter the "941 Mortgage") adding the mortgage lien on the 941 Property;

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WHEREAS SUBORDINATE LENDER has had a memorandum of judgment (attached hereto as Exhibit B) recorded as document number 1317713003 in relation to case number 13 L 4679, memorializing a judgment in favor of SUBORDINATE LENDER and against OWNER, in the amount of \$69,422.40 plus costs (hereinafter, the "Judgment");

WHEREAS the 941 Mortgage and the 1153 Mortgage shall hereinafter be collectively referred to as the "Mortgages," whereas the 941 Note and 1153 Note shall hereinafter be collectively referred to as the "Notes";

WHEREAS the Mortgages, the Notes, this document, together with certain other loan documents, collectively shall be referred to as the "Loan Documents";

WHEREAS the Lender will be the owner and holder of the Notes, Mortgages and the Loan Documents;

WHEREAS, LENDER is willing to make the additional 941 Loan provided that the Mortgages mentioned shall unconditionally be, and remain at all times, prior and superior to any and all rights, claims, interests, judgment lien rights and any and all lien rights of SUBORDINATE LENDER, including but not limited to that the 941 Mortgage and the Mortgages be prior and superior to any interests/rights created by the Judgment, and of any and all parties, as set forth herein;

WHEREAS, it is to the mutual benefit of the parties hereto that LENDER make the additional 941 Loan to OWNER; and Lender is willing to do so only in the event that the Mortgages constitute a lien upon the 1153 Property and the 941 Property which are unconditionally prior and superior to any and all rights, claims, interests, judgment lien rights and any and all lien rights of SUBORDINATE LENDER, including but not limited to that the Mortgages be prior and superior to any interests/rights created by the Judgment, and of any and all parties, as set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce LENDER to make the loan above referred to, it is hereby declared, understood and agreed as follows:

1. **Subordination.** The parties agree that the Judgment, and any and all liens in relation to or created by the Judgment, and any and all rights, claims, interests, judgment lien rights and any and all lien rights of SUBORDINATE LENDER, including but not limited to any interests/rights created by the Judgment, and that any and all of any rights, claims, interests of any and all parties hereto, are and shall at all times remain subordinate in all aspects, to the 941 Mortgage, the 1153 Mortgage, the Mortgages, the lien of the Mortgages, and to all rights of Lender under the Mortgages as well as the Loan Documents, and to all renewals and extensions of the Loan Documents. The parties agree that the Mortgages securing the Notes in favor of Lender, as well as any renewals or extensions thereof, shall unconditionally be and remain at all times a lien on the 1153 Property and 941 Property prior and superior to the Judgment (and any lien rights related thereto), and prior and superior to any interests/rights created by the Judgment, and that the Loan Documents shall unconditionally be and remain at all times prior and superior to

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the Judgment. SUBORDINATE LENDER declares and acknowledges that it hereby intentionally waives, relinquishes and subordinates the priority and superiority of the lien or charge of SUBORDINATE LENDER in favor of the Mortgages.

2. **Covenants, Representations and Warranties.** OWNER agrees, covenants, represents and warrants as follows:

- a. That OWNER is the sole current owner of the Property;
- b. That the Mortgages granted by Owner to Lender is and shall be a valid first lien against the Property that is prior and superior to the Judgment, and prior and superior to any interests/rights created by the Judgment;

3. **Covenants, Representations and Warranties.** SUBORDINATE LENDER agrees, covenants, represents and warrants as follows:

- a. That the Mortgages granted by Owner to Lender is and shall be a valid first lien against all properties in the Mortgages, that is prior and superior to the Judgment, and prior and superior to any interests/rights created by the Judgment;
- b. SUBORDINATE LENDER has the authority to enter in this agreement, and that SUBORDINATE LENDER has, by all necessary action, validly authorized the execution and delivery of this Agreement;

4. **Ratification of Loan Documents.** This Agreement is supplementary to the Notes, Mortgages and the other Loan Documents. All of the provisions thereof, including the right to declare principal and accrued interest due for any cause specified therein, shall remain in full force and effect. OWNER agrees to continue to comply with and perform all of the covenants, conditions and obligations set forth in the Loan Documents.

5. **Further Renewals, Extensions or Modifications.** The Mortgages and other collateral given to secure payment of the Notes, as amended, shall secure any and all renewals, extensions, however evidenced, and any such renewals or extensions shall not impair in any manner the validity of or priority of the Mortgages to the Judgment (and any liens related thereto).

6. **Waiver and Release of Claims/Disclaimer of Reliance.** OWNER represents and warrants to Lender that he has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against the Lender in connection with the Loan Documents or any extensions or modifications thereof or any action taken or not taken by the Lender with respect thereto, including but not necessarily limited to, this Agreement. Without limiting the generality of the foregoing, and in consideration of Lender's agreements hereunder, OWNER hereby releases and forever discharges Lender, its affiliates and each of their officers, agents, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), from and against any and all claims, rights, losses, liability, expenses, or causes of action, known or unknown, arising in conjunction therewith. OWNER also waives, releases and forever discharges the Released parties and each of them from and against any and all known or unknown rights to setoff,

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defenses, claims, counterclaims, causes of action, or other bar to the enforcement of the Mortgages, Notes or the Loan Documents. OWNER expressly disclaims any reliance on any oral representation made by the Lender with respect to the subject matter of this Agreement and agrees to fully indemnify and hold Lender harmless against all loss, liability, claims, suits, litigation, actions, causes of action, judgments, damages, debts, obligations, demands, liens, attorneys' fees, costs, expenses, of any kind, nature or description whatsoever, in relation to the Mortgages not being prior to the Judgment (and any liens related thereto).

7. **Counterparts.** This Agreement may be executed simultaneously in any number of original counterparts, which shall collectively and separately, constitute one agreement.

8. **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of any Holder of said Notes and shall bind the successors, heirs, personal representatives and assigns of the Borrower.

9. **Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the terms of the laws of the State of Illinois.

10. **Only Agreement Regarding Subordination.** This Agreement shall be the whole and only agreement with regard to the subordination of the Judgment to the Mortgages and Loan Documents.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Subordination Agreement as of the Execution Date.

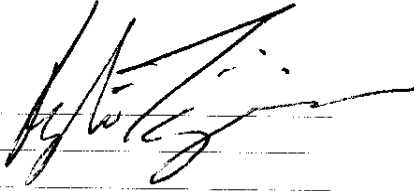
OWNER:

ROGELIO TIJERINA:

Signature: _____

By _____

Its _____



SUBORDINATE LENDER:

DAVIS MCCRATH LLC:

Signature: _____

By _____

Its _____

Davis McGrath, LLC
Champion Davis Jr.
Member

LENDER:

Continuum Capital Funding LLC

Signature: _____

By _____

Its _____

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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, DO HEREBY CERTIFY that Rogelio Tijerina personally known to me to be the same person(s) whose **name(s) are** subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that **he** signed and delivered the said instrument as **his** free and voluntary act for the purposes therein set forth.

GIVEN under my hand and official seal, this 31st day of July, 2013.



Staci Skura
Notary Public

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 Champ Davis Jr personally known to me to be the same person(s) whose **name(s) are** subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that **he** signed and delivered the said instrument as **his** free and voluntary act for the purposes therein set forth.

GIVEN under my hand and official seal, this 30 day of July, 2013.



Michelle Joseph
Notary Public

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 _____ personally known to me to be the same person(s) whose **name(s) are** subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that **she** signed and delivered the said instrument as **her** free and voluntary act for the purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2013.

Notary Public

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IN WITNESS WHEREOF, the parties have executed this Subordination Agreement as of the Execution Date.

OWNER:

ROGELIO TIJERINA:

Signature: _____
By _____
Its _____

SUBORDINATE LENDER:

DAVIS MCCRATH LLC:

Signature: _____
By _____
Its _____

LENDER:

Continuum Capital Funding LLC

Signature: [Signature]
By Brian Lignelli
Its Manager

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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, DO HEREBY CERTIFY that Brian Lignelli personally known to me to be the same person(s) whose **name(s) are** subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that **he** signed and delivered the said instrument as **his** free and voluntary act for the purposes therein set forth.

GIVEN under my hand and official seal, this 31 day of July, 2013.

Mary Gleason
Notary Public



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 _____ personally known to me to be the same person(s) whose **name(s) are** subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that **he** signed and delivered the said instrument as **his** free and voluntary act for the purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2013.

Notary Public

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 _____ personally known to me to be the same person(s) whose **name(s) are** subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that **she** signed and delivered the said instrument as **her** free and voluntary act for the purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2013.

Notary Public

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1412 008949334 LP1
STREET ADDRESS: 935-937 N DAMEN
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 17-06-421-009-0000

LEGAL DESCRIPTION:

LOT 18 IN RAYMOND'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 6 IN COCHRAN AND OTHERS SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

PERMITTED ENCUMBRANCES

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.

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