

UNOFFICIAL COPY



When Recorded Return To:

Small Business Growth Corporation
Attn: Randy Neumann
2401 West White Oaks Drive
Springfield, IL 62704

Doc#: 1326746042 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/24/2013 01:38 PM Pg: 1 of 7

Loan Name: Karen L. Seder, DDS,
MS, a sole Proprietorship
Loan No.: 215526 60 10

SUBORDINATION AGREEMENT

space above line for recorder

THIS AGREEMENT is dated for reference August 27, 2013, and is between K Dawg Properties, LLC, owner of the land described in the Mortgage referenced below ("Owner"), PNC Bank, National Association ("Lender") and the SMALL BUSINESS ADMINISTRATION, an agency duly created under and by virtue of an Act of Congress, having its principal office in Washington, in the District of Columbia, and a Commercial Loan Servicing Center at 801 R Street, Suite 101, Fresno, California 93721 (hereinafter called "SBA").

SBA is the present holder and beneficiary of that certain Mortgage, dated February 20, 2007 and the Assignment of Leases and Rents dated February 20, 2007, to secure a Note or Notes in the sum of \$311,000 ("SBA Security Instruments"). The SBA Mortgage was recorded on February 26, 2007 as Instrument Number 0705734109, Cook County, IL Official Records and the Assignment of Leases and Rents was recorded on February 26, 2007 as Instrument Number 0705734111, Cook County, IL Official Records.

Owner has also executed, or is about to execute, a Mortgage securing a Note in a sum not to exceed \$289,000 dated 9/19/13, in favor of Lender ("Lender's Mortgage"). Lender's Mortgage shall be recorded concurrently herewith (or was recorded on 9-24-13) as Instrument Number 1326746041, Cook County, IL Official Records.

Lender has requested that the SBA Security Instruments be subordinated to the Lender's Mortgage. SBA is willing to subordinate the liens of the SBA Security Instruments provided it retains its lien priority with regard to all other legal and equitable interests in the property.

In consideration of the mutual benefits to the parties and to induce Lender to make a loan to Owner, it is hereby agreed as follows:

- (1) Lender's Mortgage, and any renewals or extensions thereof, shall be a lien on the property prior to the lien of the SBA Security Instruments.

UNOFFICIAL COPY

- (2) Lender would not make its loan without this Subordination Agreement.
- (3) Except as expressly provided herein, this Agreement shall not operate or be construed to alter the priority of the SBA Security Instruments with regard to any legal or equitable interest in the property. Owner and Lender shall hold SBA harmless from any impairment of its lien (with regard to any third party) which is occasioned by this subordination.
- (4) All proceeds of Lender's loan, if a refinance, shall be applied to satisfy debt secured by a lien(s) presently superior to the lien of the SBA Security Instruments, the following described uses, if any NONE plus customary closing costs. Any other use of proceeds not described herein shall void this agreement.
- (5) SBA's agreement to subordinate its lien interest to that of the Lender is expressly conditioned upon Lender's, Borrower's and Guarantor's execution of this subordination agreement. This Subordination Agreement is null and void if not duly executed by the foregoing parties.
- (6) Compliance with 704 Loan Program Requirements. Lender confirms that the note evidencing the Lender Loan, any lien instruments securing the Lender Loan, and all other documents executed in connection with the Lender Loan ("Lender's Loan Documents") (a) have no open-ended features and allow reasonable future advances only for the costs of collection the obligor is liable for under the Lender's Loan Documents, maintaining collateral, and/or protecting the lien(s) securing the Lender Loan, (b) are not cross-collateralized with any other financing now or hereafter to be provided by Lender, (c) have no early call features, (d) are not payable on demand unless the Lender Loan is in default, (e) have a term that at least equals, and do not require a balloon payment prior to, the term of the previous Third Party Lender Loan unless SBA has approved a shorter term, (f) have a reasonable interest rate that does not, and will not, exceed the maximum interest rate for a Third Party Loan as published by SBA and in effect as of the date of this Agreement, and (g) do not establish a preference in favor of Lender, as compared to CDC and SBA, related to making, servicing, or liquidating the Lender Loan (including but not limited to, with respect to repayment, collateral, guarantees, control, maintenance of a compensating balance, purchase of a certificate of deposit, or acceptance of a separate or companion loan) other than Lender's senior lien position(s) on the Collateral. Lender agrees that if Lender's Loan Documents or any provision therein does not comply with these requirements, then Lender waives its right to enforce any such non-complying document or provision unless Lender has obtained the prior written consent of CDC and/or SBA permitting such enforcement.
- (7) Subordination of Default Charges. "Default Charges" mean any prepayment penalties, fees, or charges incurred in repaying the Lender Loan, in whole or in part, prior to the stated maturity; any late fees or charges due in connection with the Lender Loan; any escalated, increased, or default interest charged in excess of the rate of interest in Lender's note absent a default, event of default, or other delinquency; and any other default charges, penalties, or fees of any nature whatsoever due because of a default, event of default, or other delinquency in connection with the Lender Loan. Lender

UNOFFICIAL COPY

hereby subordinates the collection of any Default Charges to the collection by CDC and/or SBA of the 504 Loan and, to the extent that Lender's Loan Documents secure any Default Charges, Lender hereby subordinates such lien(s) to the lien(s) securing the 504 Loan.

(8) Notice of Default Under the Lender Loan. If any default, event of default or delinquency, upon which Lender intends to take action, occurs under the Lender's Loan Documents, then Lender agrees to give CDC and SBA written notice of such default, event of default or delinquency and the opportunity to cure the default, event of default, or delinquency and bring the Lender Loan current or to purchase Lender's note, provided that the amount to bring the Lender Loan current or to purchase Lender's note will be net of all amounts attributable to Default Charges. Lender further agrees that if Lender receives from CDC or SBA any amounts attributable to Default Charges, then Lender will immediately remit such amounts to SBA. Notice hereunder must be given within thirty (30) days after the default, event of default or delinquency upon which Lender intends to take action and at least sixty (60) days prior to the date of any proposed sale of Collateral and Lender will not sell all or any portion of the Collateral without giving CDC and the SBA such notice. A default in the obligation secured by the Lender's Mortgage may be cured (including purchase of the property at foreclosure sale) by the SBA via cash, certified funds, or a United States Treasury check, at the option of the SBA. Notice under this Agreement shall be deemed to have been given when sent by certified or registered mail, return receipt requested, addressed, as the case may be, to Small Business Growth Corporation (CDC) at 2401 West White Oaks Drive; Springfield, IL 62704, Attention: Servicing, and also to the SBA at 801 R Street, Suite 101, Fresno, California 93721.

(9) Collection and Liquidation. In the event that either the Lender Loan or the 504 Loan is declared in default; Lender, CDC and SBA agree to cooperate in liquidating and/or selling the Collateral. Lender agrees (a) to accept cash, certified funds or a U.S. Treasury check(s) in connection with any purchase of Lender's note or any foreclosure or liquidation bid by CDC or SBA; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement of the Lender Loan; (c) to provide CDC and SBA with copies of any appraisals, environmental investigations, or title examinations or searches of the Collateral conducted by or for Lender; and (d) to provide any other information about Borrower or the Lender Loan requested by CDC and/or SBA in writing.

(10) No Implied Third Party Beneficiaries. Except to the extent stated in this Agreement, this Agreement does not modify or affect otherwise any other agreement that either party may have with third parties, including but not limited to, Borrower. This Agreement also does not grant any right, benefit, priority, or interest to any third parties, including but not limited to, Borrower.

(11) Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective parties to this Agreement and their respective heirs, successors and assigns, including any party acquiring the Lender Loan or Lender's Loan Documents by sale, assignment, or other transfer.

UNOFFICIAL COPY

(12) Federal Law. When SBA is the holder of the note evidencing the 504 Loan, this Agreement and all documents evidencing or securing the 504 Loan will be construed in accordance with federal law. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. No Borrower or guarantor of the 504 Loan may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the 504 Loan.

(13) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

U.S. SMALL BUSINESS ADMINISTRATION

By:

[Handwritten Signature]
Michelle Grant
Supervisor



State of California)
)
County of Fresno)

On July 27 2013 before me, Theresa J Pike, a Notary Public, personally appeared Michelle Sekino, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Theresa J Pike*



UNOFFICIAL COPY

K DAWG PROPERTIES, LLC

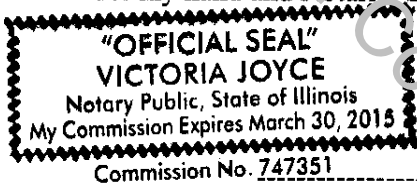
By: [Signature]
Name: Karen L Seder

STATE OF Illinois)
) SS:
COUNTY OF Cook)

I, Victoria Joyce, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Karen L. Seder of

_____, 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 it was signed and delivered as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19 day of September, 2013



[Signature]
NOTARY PUBLIC

PNC BANK, NATIONAL ASSOCIATION

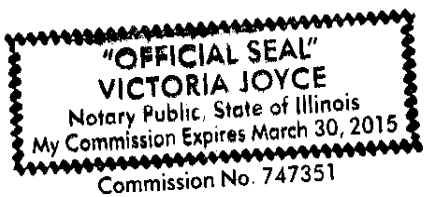
By: [Signature]
Name: Carrie Riefstahl

STATE OF Illinois)
) SS:
COUNTY OF Cook)

I, Victoria Joyce, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Carrie Riefstahl of

_____, 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 it was signed and delivered as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19 day of September, 2013.



[Signature]
NOTARY PUBLIC

UNOFFICIAL COPY

The undersigned Guarantor(s)/Borrower(s) hereby consent to all terms above and acknowledge their liability for the above referenced SBA loan is in no manner diminished by this agreement.

Karen L. Seder

Karen L. Seder

Daniel P. Derechin

Daniel P. Derechin

K Dawg Properties, LLC

By:

Title:

Karen L. Seder
Member

STATE OF Illinois

COUNTY OF Cook

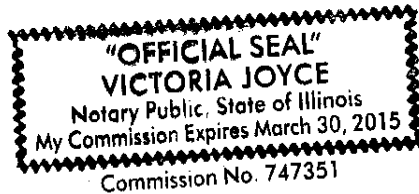
) SS:

I, VICTORIA JOYCE, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Karen L. Seder, Daniel P. Derechin of LLC

, 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 it was signed and delivered as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19 day of September, 2013.

Victoria Joyce
NOTARY PUBLIC



UNOFFICIAL COPY

Exhibit A

UNIT C-1 IN THE 885 WEST LILL CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 1 IN NORTON'S SUBDIVISION OF LOT 35 TO 38 IN BLOCK 2 LILL AND DIVERSEY'S SUBDIVISION OF BLOCK 15 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 9, 2004 AS DOCUMENT 0425339019; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

COMMONLY KNOWN AS: 2535 N. LINCOLN AVENUE, UNIT C1, CHICAGO, ILLINOIS 60614
PIN: 14-29-420-063-1001