

# UNOFFICIAL COPY



Prepared By and After  
Recording Return To:

Doc#: 1328939062 Fee: \$70.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/16/2013 01:24 PM Pg: 1 of 17

Katheryne L. Zelenock  
Dickinson Wright PLLC  
2600 West Big Beaver Road  
Suite 300  
Troy, Michigan 48084

Permanent Tax Index Numbers:  
See Exhibit A Attached

Property Address:  
4501 N Winchester, Chicago, Illinois 60625

This Space Reserved for Recorder's Use Only

## SUBORDINATION AGREEMENT

**THIS SUBORDINATION AGREEMENT** (this "Agreement") is made as of August 3, 2012 by and between Romspen Investment Corporation, an Ontario corporation, as a lender (collectively, "Lender") (the "Lender"), and TLM, LLC, a Nevada limited liability company ("Subordinated Lender").

### WITNESSETH:

**WHEREAS**, Pursuant to the terms and conditions contained in that certain Loan Agreement dated of even date herewith (the "Loan Agreement"), executed by and between the Winchester Acquisition LLC, an Illinois limited liability company and Joliet Note Acquisition LLC, an Illinois limited liability company (jointly and severally, the "Borrower") and the Lender, the Lender has agreed to loan to the Borrower the aggregate principal amount of Eleven Million and 00/100 Dollars (\$11,000,000.00) (the "Senior Loan"), as evidenced by that certain Promissory Note dated of even date herewith in the amount of the Senior Loan as the same may be amended, modified, replaced or restated from time to time executed by the Borrower and made payable to the order of Lender;

**WHEREAS**, the Senior Loan is secured by, among other things, that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing on certain real property located in Cook County, Illinois, including, without limitation, the real estate described on **Exhibit A** attached hereto and hereby made a part hereof (the "Property"), dated as of even date therewith, from Borrower in favor of the Lender (as amended, modified, restated or supplemented from time to time, the "Senior Mortgage"), which Senior Mortgage shall, immediately prior to the

Box 400-CTCC

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recording of the Subordinated Mortgage (as hereinafter defined), be recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"). The Loan Agreement, and all other documents and instruments delivered by the Borrower in connection therewith (as the same may be amended, restated or otherwise modified from time to time) are hereinafter sometimes collectively referred to as the "Senior Loan Documents";

**WHEREAS**, Subordinated Lender has made a loan ("Subordinated Loan") to Borrower in the principal amount of Two Million and No/100 Dollars (\$2,000,000.00), which Subordinated Loan is evidenced by that certain Promissory Note from Borrower to Subordinated Lender (the "Subordinated Note") and is secured by, among other things that certain Mortgage, Security Agreement and Fixture Filing from Borrower as mortgagor in favor of Subordinated Lender, which Mortgage was previously recorded in the Cook County Recorder's Office as Document 120931063 ("Subordinated Mortgage"), granting a subordinate lien on Borrower's interest in the Property. The Subordinated Note and all other documents and instruments delivered by the Borrower in connection therewith (as the same may be amended, restated or otherwise modified from time to time) are hereinafter sometimes collectively referred to as the "Subordinated Loan Documents";

**WHEREAS**, Subordinated Lender has agreed that the lien of the Subordinated Loan Documents and its right to payment in connection therewith is and shall be subordinated to the lien of the Senior Loan Documents and Lender's rights thereunder as more particularly described herein.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto hereby agree as follows:

1. **Subordination of Subordinated Loan Documents, No Modification.**

Notwithstanding the date, manner or order of grant, attachment, recording or perfection, the lien evidenced by the Subordinated Mortgage, and all of Subordinated Lender's rights, remedies and privileges thereunder, are and at all times shall remain junior, subject and subordinate to the lien on the Property evidenced by the Senior Mortgage and by the other Senior Loan Documents. While the Senior Loan remains outstanding, Subordinated Lender shall not, without the express written consent of Lender, modify the terms of the Subordinated Loan to increase the balance of the Subordinated Loan (except for permitted interest accrual as described in the Subordinated Loan Documents), nor to extend the term, increase the interest rate, or otherwise materially modify the Subordinated Loan Documents. In addition, Subordinated Lender shall not, without prior written consent of Lender, sell, transfer, assign or convey Subordinated Lender's rights in or to the Subordinated Loan or the Subordinated Loan Documents.

2. **Payment Subordination.**

- (a) So long as the Lender has not provided a notice of default (and such default is not

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cured within any applicable cure period), Subordinated Lender shall have the right to collect and keep any regularly-scheduled payments under the Subordinated Loan Documents, free and clear of any liens or security interests securing the Senior Indebtedness.

(b) After the Lender has provided a notice of default to the Subordinated Lender, and such default referenced therein remains uncured beyond any applicable notice and cure periods provided to the Subordinated Lender, then any payment by Borrower to Subordinated Lender under the Subordinated Loan Documents shall be collected, enforced and received by Subordinated Lender solely as trustee for Lender and shall be promptly paid to the Lender in payment of the Senior Indebtedness as the Lender may direct, which obligation to remit such payments to the Lender shall continue until any of the following have occurred: (i) Lender has given written notice that such default is cured, (ii) the Lender has given written notice that it has been paid in full, or (iii) the Lender has authorized the Subordinated Lender in writing to proceed with collection of the Subordinated Loan.

(c) Borrower and Subordinated Lender each covenant that until the Senior Loan is paid in full, no prepayments of the Subordinated Loan will be made or accepted without Lender's prior written consent which consent may be give or withheld in Lender's sole discretion.

3. **No Impairment of Subordination.** Subordinated Lender hereby expressly covenants and agrees that the effect of this Agreement, and the rights of the Lender hereunder, shall be in no way impaired, affected, diminished or released by any delay, forbearance, failure, neglect or refusal of the Lender in enforcing the payment thereof or in enforcing the lien of or attempting to realize upon the Senior Mortgage or any other security which may have been or may hereafter be given for the Senior Indebtedness to Lender, or by any waiver or failure to exercise any right or remedy under the Senior Mortgage, any other Senior Loan Document, or any other document or instrument executed pursuant thereto or in connection with this transaction, or by any release or discharge of any guaranty or guarantor of the Senior Loan or by any other act or failure to act by the Lender.

4. **Dissolution of Borrower.** In the event of any dissolution, winding-up, liquidation, readjustment, reorganization or other similar proceedings relating to Borrower, Borrower's creditors, or to Borrower's property (whether voluntary or involuntary, partial or complete, and whether in bankruptcy, insolvency or receivership, or upon an assignment to benefit creditors, or any other marshalling of the assets and liabilities of Borrower, or any sale of all or substantially all of the assets of Borrower, or otherwise), the Senior Indebtedness shall first be paid in full before Subordinated Lender shall be entitled to receive and to retain any payment or distribution with respect to the Subordinated Indebtedness.

5. **Casualty.** In the event of a casualty to the improvements constructed on the Property or a condemnation or taking under a power of eminent domain of the Property, the improvements thereon, or a threat of such a condemnation or taking, all adjustments of insurance claims, condemnation claims and settlements in anticipation of such a condemnation or taking shall be prosecuted, at the Lender's election, by the Lender, and all payments and settlements of insurance claims or condemnation awards or payments in anticipation of condemnation or a

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taking shall be paid to the Lender.

6. **Notices.** Any notice, demand or other communication which any party may desire or may be required to give to any other party shall be in writing, and shall be deemed given (i) if and when personally delivered, (ii) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set forth below, or (iii) on the second (2<sup>nd</sup>) business day after being deposited in the United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below:

To Lender: Romspen Investment Corporation  
162 Cumberland Street Suite 300  
Toronto, Ontario M5R 3N5

If to Subordinated Lender:

Any party hereto may change the address at which notices hereunder are required to be given to such party by notice to the other parties in accordance herewith.

7. **Notices of Default.** Subordinated Lender shall provide Lender with copies of all default notices and material correspondence of any kind sent by Subordinated Lender to Borrowers simultaneously with the sending of such notices to Borrower.

8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto.

9. **Modification, Waiver.** 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 or limited by course of conduct or usage of trade except by a written agreement executed pursuant hereto.

10. **Severability.** 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.

11. **Representations and Warranties.** Borrower and Subordinated Lender each represent and warrant to Lender as follows:

(a) The entire amount of the Subordinated Loan is evidenced by the Subordinated Loan Documents described in the recitals to this Agreement.

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(b) Borrower and Subordinated Lender have delivered true, correct and complete copies of all of the Subordinated Loan Documents to Lender, there are no documents evidencing or securing the Subordinated Loan other than the Subordinated Loan Documents and there are no amendments or modifications to the Subordinated Loan Documents.

(c) The final maturity date of the Subordinated Loan is as set forth in the Subordinated Loan Documents.

(d) The execution and delivery of this Agreement by Subordinated Lender has been duly authorized by all necessary corporate action of Subordinated Lender, the officer of Subordinated Lender executing this Agreement on behalf of Subordinated Lender is fully authorized to execute and deliver this Agreement on behalf of Subordinated Lender, and this Agreement is a binding and valid obligation to Subordinated Lender.

(e) Subordinated Lender hereby consents to and approves all provisions of the Loan Documents.

(f) The execution and delivery of this Agreement by Borrower has been duly authorized by all necessary corporate action of Borrower, and the officer of Borrower executing this Agreement on behalf of Borrower is fully authorized to execute and deliver this Agreement, and this Agreement is a binding and valid obligation of Borrower.

12. **Insurance and Condemnation Proceeds.** Notwithstanding any provision of the Subordinated Loan Documents to the contrary, Subordinated Lender, its successors and assigns or any other legal holder of the Subordinated Loan Documents, shall assign and release, and does hereby assign and release, to the holder of the Loan Documents, until the Senior Loan shall have been paid in full:

(a) All of its right, title, interest or claims, if any, in and to the proceeds of all policies of insurance covering the Property for application upon the indebtedness secured by, or other disposition thereof in accordance with the provisions of, the Lender's security instruments; and

(b) All of its right, title, interest or claims, if any, in and to all awards or other compensation made for any part of the Property for application upon the indebtedness secured by or other disposition of in accordance with the provisions of, Lender's security instruments.

13. **Termination.** This Agreement shall terminate upon full and final payment of any and all amounts due under the Senior Indebtedness and the full and final release of the lien of the Senior Loan Documents; provided that all rights of the Subordinated Lender hereunder shall automatically terminate at such time as the Subordinated Indebtedness has been paid in full.

14. **Entire Agreement.** This Agreement and the Credit Enhancement Agreement constitutes the entire agreement between the parties and shall supersede and cancel any prior agreements regarding the subordination of the Subordinated Loan Documents and any liens or rights created thereunder.

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15. **Counterparts.** 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.

16. **Due Authorization.** 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.

17. **Governing Law.** This Agreement is construed by and governed in accordance with the laws of the State of Illinois.

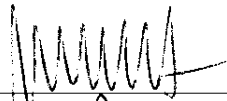
Property of Cook County Clerk's Office

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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.

**LENDER**

**ROMSPEN INVESTMENT CORPORATION**

By:   
Name: WESLEY ROTMAN  
Its: MANAGING GENERAL PARTNER

**SUBORDINATED LENDER**

**TLM, LLC, a Nevada limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Manager

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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.

**LENDER**

**ROMSPEN INVESTMENT CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**SUBORDINATED LENDER**

**TLM, LLC, a Nevada limited liability company**

By:  \_\_\_\_\_

Name: NICHOLAS G. MAMULA JR.

Its: Manager

Property of Cook County Clerk's Office



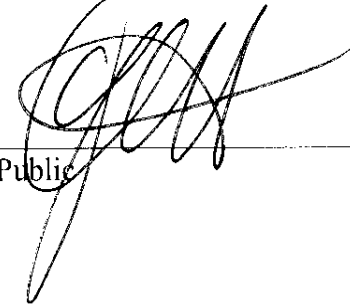
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PROVINCE )  
~~STATE OF~~ ONTARIO )  
 ) SS  
~~COUNTY OF~~ )

Province )  
 )

I, the undersigned, a Notary Public in and for the ~~County and State~~ aforesaid, DO HEREBY CERTIFY that WESLEY ROITMAN personally known to me to be the MANAGING GENERAL PARTNER of Romspen Investment 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 Board of Directors, he/she signed and delivered the instrument as such MANAGING GENERAL PARTNER of said Corporation, as his/her free and voluntary act, and as the free voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 7<sup>TH</sup> day of August, 2012.

  
 \_\_\_\_\_  
 Notary Public

[Seal]  
 Commission expires perpetual

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STATE OF Nevada )  
 )SS  
COUNTY OF Clark )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Nickolas G. Mamula, Jr., personally known to me to be the Manager of TLM, LLC, a Nevada limited liability company, 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 as such Manager, he signed and delivered the said instrument pursuant to authority given by the Operating Agreement and articles of organization of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3<sup>rd</sup> day of August, 2012.



Christine Tadlock  
Notary Public

[Seal]

Commission Expires: May 4, 2014

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

Address: 4501<sup>S</sup> Winchester Street, Chicago, Illinois 60625

P.I.N.:



Property of Cook County Clerk's Office

**UNOFFICIAL COPY****CHICAGO TITLE INSURANCE COMPANY**

**ORDER NUMBER:** 1401 008888509 D1  
**STREET ADDRESS:** 4501 N. WINCHESTER  
**CITY:** CHICAGO **COUNTY:** COOK  
**TAX NUMBER:**

**LEGAL DESCRIPTION:**

PARCEL 1:

LOTS 1, 2 AND 3 OF SAMUEL BROWN JR.'S SUBDIVISION OF LOTS 13 AND 14 IN BLOCK 14 IN RAVENSWOOD BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

TOGETHER WITH

LOTS 1 AND 2 IN FELIX CANDA'S RESUBDIVISION OF LOT 15 IN BLOCK 14 IN RAVENSWOOD AFORESAID,

TOGETHER WITH

PART OF LOTS 16, 17, 18, 19 AND 20 AND PART OF VACATED NORTH WINCHESTER AVENUE ADJOINING LOTS 17 AND 18 IN BLOCK 14 IN RAVENSWOOD AFORESAID TAKEN AS A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 07 MINUTES 32 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT 351.45 FEET TO EASTERLY EXTENSION OF THE NORTH FACE OF A ONE STORY BRICK BUILDING; THENCE NORTH 89 DEGREES 58 MINUTES 54 SECONDS WEST ALONG SAID EXTENSION AND THE NORTH FACE OF SAID BUILDING 104.35 FEET TO THE WEST FACE OF SAID ONE STORY BRICK; THENCE SOUTH 00 DEGREES 07'01" EAST 107.40 FEET; THENCE SOUTH 89 DEGREES 46'32" WEST 48.08 FEET; THENCE NORTH 00 DEGREES 01'39" EAST 25.42 FEET; THENCE SOUTH 89 DEGREES 44'43" WEST 54.88 FEET; THENCE SOUTH 00 DEGREES 00'17" WEST 76.94 FEET; THENCE SOUTH 89 DEGREES 59'43" EAST 55.03 FEET TO THE EAST LINE OF NORTH WINCHESTER AVENUE; THENCE SOUTH 00 DEGREES 07'32" EAST ALONG SAID EAST LINE 192.13 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAMUEL BROWN JR.'S SUBDIVISION AFORESAID; THENCE NORTH 90 DEGREES 00'00" EAST ALONG THE SOUTH LINE OF LOTS 1,2 AND 3 IN SAMUEL BROWN JR.'S SUBDIVISION AFORESAID 152.39 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THAT PART THEREOF LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 44.55 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 07'32" WEST ALONG THE EAST LINE OF SAID TRACT 246.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 07'32" WEST ALONG THE EAST LINE OF SAID TRACT 105.00 FEET TO EASTERLY EXTENSION OF THE NORTH FACE OF A ONE STORY BRICK BUILDING; THENCE NORTH 89 DEGREES 58'54" WEST ALONG SAID EXTENSION AND THE NORTH FACE OF SAID BUILDING 104.35 FEET TO THE WEST FACE OF SAID ONE STORY BRICK; THENCE SOUTH 00 DEGREES 07'01" EAST 105.44 FEET; THENCE SOUTH 89 DEGREES 46'32" EAST 104.36 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

(CONTINUED)

**UNOFFICIAL COPY****CHICAGO TITLE INSURANCE COMPANY**

**ORDER NUMBER:** 1401 008888509 D1  
**STREET ADDRESS:** 4501 N. WINCHESTER  
**CITY:** CHICAGO **COUNTY:** COOK  
**TAX NUMBER:**

**LEGAL DESCRIPTION:**

PARCEL 2:

UNITS 1 THROUGH 150, BOTH INCLUSIVE IN 4501 NORTH DAMEN GARAGE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOTS 17 TO 18 IN BLOCK 15 TOGETHER WITH PART OF THE NORTH/SOUTH VACATED ALLEY LYING EAST OF AND ADJOINING LOTS 17 AND 18 IN BLOCK 15 ALL IN RAVENSWOOD BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE OF 67.50 CHICAGO CITY DATUM AND FALLING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 13 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE THEREOF 128.07 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 27 SECONDS WEST 240.24 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 19.72 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST 37.88 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 31 SECONDS WEST 147.55 FEET TO THE WEST LINE OF LOT 18 AFORESAID; THENCE SOUTH 00 DEGREES 07 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF LOTS 13 TO 18 AFORESAID 278.01 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS APPENDIX B TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 23, 2002 AS DOCUMENT NUMBER 0021432128, AS AMENDED BY FIRST AMENDMENT RECORDED MARCH 7, 2003 AS DOCUMENT NO. 0030322390; SECOND AMENDMENT RECORDED AUGUST 17, 2004 AS DOCUMENT NO. 0423019143, AND RE-RECORDED AUGUST 30, 2004 AND OCTOBER 20, 2004 AS DOCUMENT NOS. 0424327043 AND 0429419051, RESPECTIVELY, AND THIRD AMENDMENT RECORDED MARCH 21, 2007 AS DOCUMENT NO. 070801572. , TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AND 2, AS PER GRANT AND RESERVATION OF EASEMENTS PERTAINING TO THE PROJECT COMMONLY KNOWN AS RAVENSWOOD TOWN CENTER, LOCATED AT THE SOUTHEAST QUADRANT OF DAMEN AND WILSON IN CHICAGO ILLINOIS, DATED DECEMBER 20, 2002, BY CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 2002 AND KNOWN AS TRUST NO. 1110819, FOR STRUCTURAL SUPPORT, ACCESS, UTILITIES, AND ENCROACHMENTS, RECORDED DECEMBER 23, 2002, AS DOCUMENT NO. 0021432118, AS AMENDED BY FIRST AMENDMENT RECORDED MARCH 7, 2003 AS DOCUMENT NO. 0030322390; SECOND AMENDMENT RECORDED AUGUST 17, 2004 AS DOCUMENT 0423019143, AND RE-RECORDED AUGUST 30, 2004 AS DOCUMENT NOS. 0424327043 AND 0429419051, RESPECTIVELY, AND THIRD AMENDMENT RECORDED MARCH 21, 2007 AS DOCUMENT NO. 070801572.

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