

# UNOFFICIAL COPY

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**This Instrument Prepared by  
and After Recording Return to:**

Adam R. Moreland  
Chuhak & Tecson, P.C.  
30 South Wacker Drive, Ste. 2600  
Suite 2600  
Chicago, Illinois 60606

Permanent Tax Index Number:  
04-05-103-024-0000

PROPERTY ADDRESS:  
205 Huehl Rd., Northbrook, IL 60062



Doc#: 1427204063 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/29/2014 11:37 AM Pg: 1 of 6

The Space Above is For Recorder's Use Only

## SUBORDINATION AGREEMENT

This Subordination Agreement ("**Agreement**"), dated as of September 15, 2014, is made by NORTHBROOK BANK & TRUST COMPANY, an Illinois chartered bank ("**Junior Lender**"), for the benefit of NORTHBROOK BANK & TRUST COMPANY, an Illinois chartered bank ("**Senior Lender**").

### RECITALS:

A. SAF-T-GARD INTERNATIONAL, INC., an Illinois corporation ("**Saf-T-Gard**"), is liable to Junior Lender on that certain loan facility made by Junior Lender to Saf-T-Gard on or about February 22, 2008 (the "**Revolving Loan**"). The Revolving Loan is secured by, among other things, that certain Junior Mortgage, Security Agreement and Assignment of Rents dated February 22, 2008, and recorded with the Cook County Recorder of Deeds on February 27, 2008, as Document No. 0805831089, encumbering property commonly known as 205 Huehl Rd., Northbrook, Illinois 60062 ("**Property**"), as thereafter modified ("**Junior Mortgage**").

B. NORSAFE PARTNERS LIMITED PARTNERSHIP, an Illinois limited partnership, d/b/a N.R. PROPERTIES ("**Norsafe LP**"), is liable to Senior Lender on that certain credit facility made by Senior Lender to Norsafe LP on or about even date hereof ("**Senior Loan**"). The Senior Loan is secured by, among other things, that certain Mortgage, Security Agreement and Assignment of Rents dated as of even date herewith, and recorded with the Cook County Recorder of Deeds on 9-29-2014, 2014, as Document No. 1427204063 encumbering the Property ("**Senior Mortgage**").

C. Subordinating its interest in the Property to itself as Senior Lender, as created by the Junior Mortgage, pursuant to the terms of this Agreement, is in Junior Lender's best interest.

Box 400-CTCC

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INT Q

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ACCORDINGLY, in consideration of the Senior Loan and other financial accommodations that have been made or may hereafter be made by the Senior Lender for the benefit of the Saf-T-Gard, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Junior Lender hereby agrees as follows:

## AGREEMENTS:

1. **Definitions.** As used herein, the following terms have the meanings set forth below:

**"Borrower Default"** means a Default or Event of Default as defined in any agreement or instrument evidencing, governing, or issued in connection with Lender Indebtedness, including, but not limited to, a Loan Agreement, or any default under or breach of any Mortgage upon the Property in favor of Senior Lender or any other agreement or instrument.

**"Collateral"** means the Property (including all fixtures) and all other collateral now or hereafter securing payment of the Lender Indebtedness, including all proceeds thereof.

**"Lender Indebtedness"** means each and every debt, liability and obligation of every type and description which Norsafe LP may now or at any time hereafter owe to Senior Lender, whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several, all interest thereon and all fees, costs and other charges related thereto (including all interest, fees, costs and other charges accruing after the commencement of any case, proceeding or other action relating to the bankruptcy insolvency or reorganization of Norsafe LP, whether or not allowed in such proceeding or other action), all renewals, extensions and modifications thereof and any notes issued in whole or partial substitution therefor.

**"Loan Agreement"** means that certain Loan Agreement to be entered into by and between Norsafe LP and the Senior Lender, as the same may thereafter be amended, supplemented or restated from time to time.

**"Lien"** means any security interest, mortgage, deed of trust, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device, including the interest of each lessor under any capitalized lease and the interest of any bondsman under any payment or performance bond, in, of or on any assets or properties of a person, whether now owned or hereafter acquired and whether arising by agreement or operation of law.

**"Subordinated Indebtedness"** means all obligations arising under the Revolving Loan, and each and every other debt, liability and obligation of every type and description which Saf-T-Gard may now or at any time hereafter owe to Junior Lender, whether such debt, liability or obligation now exists or is hereafter

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created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several.

2. **Subordination.** The payment of all of the Subordinated Indebtedness is hereby expressly subordinated to the extent and in the manner hereinafter set forth to the payment in full of the Lender Indebtedness. Regardless of any priority otherwise available to Junior Lender by law or by agreement, the Senior Lender shall hold a first priority Lien in the Property and all Collateral, and any Lien claimed therein by Junior Lender shall be and remain fully subordinate for all purposes to the Lien of the Senior Lender for all purposes whatsoever, except as otherwise expressly set forth in this Agreement. The Subordinated Indebtedness shall continue to be subordinated to the Lender Indebtedness even if the Lender Indebtedness is subordinated, avoided or disallowed under the United States Bankruptcy Code or other applicable law.

3. **Continuing Effect.** This Agreement shall constitute a continuing agreement of subordination. This Agreement may be recorded by either party. Notwithstanding anything to the contrary contained herein or in any instrument affecting the Lender Indebtedness, Subordinated Indebtedness or any other instrument whatsoever, the Senior Lender may, without notice to or consent by the Junior Lender, from time to time modify any term of the Lender Indebtedness in reliance upon this Agreement.

4. **No Commitment.** None of the provisions of this Agreement shall be deemed or construed to constitute or imply any commitment or obligation on the part of the Lender to make any loan or any future loans or other extensions of credit or financial accommodations to Saf-T-Gard or Norsafe LP whatsoever.

5. **Conflict in Agreements.** If the provisions of any instrument arising from or otherwise evidencing the Subordinated Indebtedness conflict with the terms of this Agreement, the terms of this Agreement shall govern the relationship between the Senior Lender and the Junior Lender and all issues of Lien priority.

6. **No Waiver.** No waiver shall be deemed to be made by the Senior Lender of any of its rights hereunder unless the same shall be in writing signed on behalf of the Senior Lender, and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of the Senior Lender or the obligations of the Junior Lender to the Senior Lender in any other respect at any time.

7. **Binding Effect; Acceptance.** This Agreement shall be binding upon Junior Lender and Junior Lender's successors and assigns and shall inure to the benefit of the Senior Lender and its participants, successors and assigns. Notice of acceptance by the Senior Lender of this Agreement or of reliance by the Senior Lender upon this Agreement is hereby waived by the Junior Lender.

8. **Miscellaneous.** The section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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9. Governing Law; Consent to Jurisdiction and Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the State of Illinois. Each party consents to the personal jurisdiction of the state and federal courts located in the State of Illinois in connection with any controversy related to this Agreement, waives any argument that venue in any such forum is not convenient, and agrees that any litigation initiated by any of them in connection with this Agreement may be venued in either the state or federal courts located in Cook County, Illinois. **THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

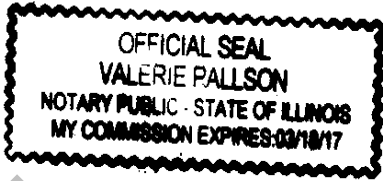
*Remainder of page left blank intentionally – signature page to follow.*

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Junior Lender has executed this Subordination Agreement as of the date and year first above-written.

NORTHBROOK BANK & TRUST  
COMPANY, an Illinois chartered bank



By: *David Masters*  
Its: President

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David Masters, the President of NORTHBROOK BANK & TRUST COMPANY, an Illinois chartered bank ("Junior Lender"), who is personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act and as the free and voluntary act of said Junior Lender as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10<sup>th</sup> day of September, 2014.

*Valerie Pallson*  
NOTARY PUBLIC  
My Commission Expires: 3-18-17

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## EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

LOT 2 IN RIVKIN'S SUBDIVISION, BEING A RESUBDIVISION OF LOT 62 IN SKY HARBOR AIR INDUSTRIAL PARK UNIT TWO, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 2009 AS DOCUMENT 0936519055, IN COOK COUNTY, ILLINOIS.

Commonly known as: 205 Huehl Rd., Northbrook, Illinois 60062

P.I.N.: 04-05-103-024-0000