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RECORDATION REQUESTED BY:
CORNERSTONE NATIONAL
BANK & TRUST COMPANY
LAKE ZURICH
585 ELA ROAD
LAKE ZURICH, IL 60047

Doc# 1729815135 Fee \$56.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/25/2017 02:12 PM PG: 1 OF 10

WHEN RECORDED MAIL TO:
CORNERSTONE NATIONAL
BANK & TRUST COMPANY
LAKE ZURICH
585 ELA ROAD
LAKE ZURICH, IL 60047

FOR RECORDER'S USE ONLY

This Subordination of Mortgage prepared by:
Kevin J. Drucker, Senior Vice President
CORNERSTONE NATIONAL BANK & TRUST COMPANY
585 ELA ROAD
LAKE ZURICH, IL 60047

NOTICE: THIS SUBORDINATION OF MORTGAGE RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION OF MORTGAGE

CT 17013353NS
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THIS SUBORDINATION OF MORTGAGE dated September 22, 2017, is made and executed among 105 E. Golf Road, LLC; and Route 58 Auto Wash, LLC ("Borrower"); David B. Lieberman ("Mortgagee"); and CORNERSTONE NATIONAL BANK & TRUST COMPANY ("Lender").

SUBORDINATED INDEBTEDNESS. Mortgagee has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing to secure an Indebtedness in the Amount of \$600,000.00.

SUBORDINATED MORTGAGE. The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a mortgage dated July 14, 2014 from 400 North Milwaukee, LLC ("Mortgagor") to David B. Lieberman ("Mortgagee") (the "Subordinated Mortgage") and recorded in Cook County, State of Illinois as follows:

Recorded September 8, 2014 as Document No. 1425104047.

REAL PROPERTY DESCRIPTION. The Subordinated Mortgage covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

See Exhibit "A", which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

The Real Property or its address is commonly known as 400 N. Milwaukee Avenue, Wheeling, IL 60090. The Real Property tax identification number is 03-02-200-084-0000 & 03-02-200-085-0000.

SV
PIL
SK
SCY
INT

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LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without whatsoever.

MORTGAGEE WAIVERS. Mortgagee waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

MORTGAGEE'S REPRESENTATIONS AND WARRANTIES. Mortgagee represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Mortgagee which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is entered at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Mortgagee as to the creditworthiness of Borrower; and (D) Mortgagee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Mortgagee agrees to keep adequately informed under this Subordination, and Mortgagee further agrees that Lender shall have no obligation to disclose to Mortgagee information or material acquired by Lender in the course of its relationship with Mortgagee.

SUBORDINATION. The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Mortgagee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgagee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

REQUESTED FINANCIAL ACCOMMODATIONS. Borrower, who may or may not be the same person or entity as Borrower, and Mortgagee each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Borrower and Mortgagee each represent and acknowledge to Lender that Mortgagee will benefit as a result of these financial accommodations from Lender to Borrower, and Mortgagee acknowledges receipt of valuable consideration for entering into this Subordination.

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Mortgage.

To Be Recorded on or after September 22, 2017 with the Cook County Recorder of Deeds.

recorded in Cook County, State of Illinois as follows:

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated September 22, 2017, from 400 North Milwaukee, LLC to Lender (the "Lender's Lien") and

September 22, 2017 to secure an Indebtedness in the Amount of \$1,500,000.00.

Promissory Note, Mortgage, Security Agreement, Assignment of All Rents and Fixture Filing all dated

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

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SUBORDINATION OF MORTGAGE

Loan No: 00310312-30006

(Continued)

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affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Mortgagee, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagee also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interests in Mortgagee's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Mortgagee agrees upon Lender's request to submit to the jurisdiction of the courts of LAKE County, State of Illinois.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination

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Property of Cook County Clerk's Office

unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Waive Jury. All parties to this Subordination hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED SEPTEMBER 22, 2017.

BORROWER:

105 E. GOLF ROAD, LLC

By: David B. Lieberman, Manager of 105 E. Golf Road, LLC

By: Timothy G. Opler, Manager of 105 E. Golf Road, LLC

ROUTE 58 AUTO WASH, LLC

By: David B. Lieberman, Manager of Route 58 Auto Wash, LLC

By: Timothy G. Opler, Manager of Route 58 Auto Wash, LLC

MORTGAGEE:

X David B. Lieberman, Individually

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SUBORDINATION OF MORTGAGE

Loan No: 00310312-30006

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LENDER:

CORNERSTONE NATIONAL BANK & TRUST COMPANY

X [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

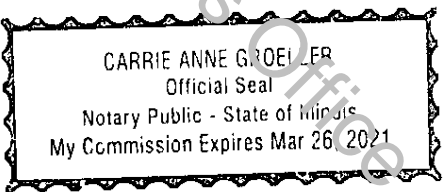
STATE OF IL)
) SS
COUNTY OF Cook)

On this 22nd day of Apr 2017, before me, the undersigned Notary Public, personally appeared **David B. Lieberman, Manager of 105 E. Golf Road, LLC and Timothy G. Opfer, Manager of 105 E. Golf Road, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Subordination of Mortgage and acknowledged the Subordination to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Subordination and in fact executed the Subordination on behalf of the limited liability company.

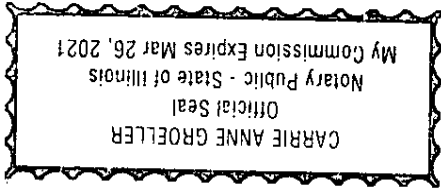
By [Signature] Residing at _____

Notary Public in and for the State of IL

My commission expires 3/26/21



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My commission expires 3/26/21

Notary Public in and for the State of IL

By _____ Residing at _____

Given under my hand and official seal this 20th day of Apr, 2019.
therein mentioned.

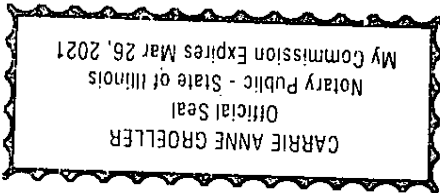
On this day before me, the undersigned Notary Public, personally appeared **David B. Lieberman**, to me known to be the individual described in and who executed the Subordination of Mortgage, and acknowledged that he or she signed the Subordination as his or her free and voluntary act and deed, for the uses and purposes

COUNTY OF Cook

STATE OF IL

)
) SS
)

INDIVIDUAL ACKNOWLEDGMENT



My commission expires 3/26/21

Notary Public in and for the State of _____

By _____ Residing at _____

On this 20th day of Apr, 2019, before me, the undersigned Notary Public, personally appeared **David B. Lieberman, Manager of Route 58 Auto Wash, LLC and Timothy G. Opler, Manager of Route 58 Auto Wash, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Subordination of Mortgage and acknowledged the Subordination to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Subordination and in fact executed the Subordination on behalf of the limited liability company.

COUNTY OF Cook

STATE OF IL

)
) SS
)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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SUBORDINATION OF MORTGAGE

Loan No: 00310312-30006

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

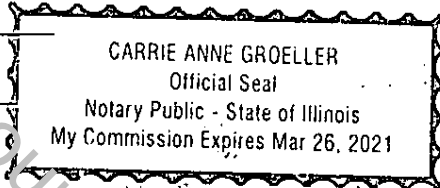
STATE OF IL)
) SS
 COUNTY OF Cook)

On this 22nd day of Apr 2017, before me, the undersigned Notary Public, personally appeared **David B. Lieberman, Manager of Route 58 Auto Wash, LLC** and **Timothy G. Opfer, Manager of Route 58 Auto Wash, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Subordination of Mortgage and acknowledged the Subordination to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Subordination and in fact executed the Subordination on behalf of the limited liability company.

By _____ Residing at _____

Notary Public in and for the State of IL

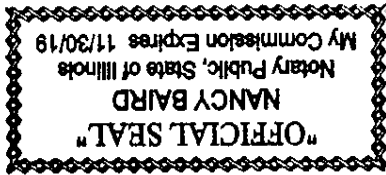
My commission expires 3/26/21



Notary Public - State of Illinois
 County Clerk's Office

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My commission expires 11/30/19

Notary Public in and for the State of IL

By Nancy Baird Residing at 3000 W. 111th St., Chicago, IL

executed the Subordination on behalf of the trust. mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein Mortgage and acknowledged the Subordination to be the free and voluntary act and deed of the trust, by , and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Subordination of

On this 22nd day of September, 2017, before me, the undersigned Notary Public, personally appeared Raula M. Opper

STATE OF ILLINOIS
COUNTY OF LAKE
)
) SS
)

TRUST ACKNOWLEDGMENT

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SUBORDINATION OF MORTGAGE

Loan No: 00310312-30006

(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Lake)

On this 22nd day of September, 2017 before me, the undersigned Notary Public, personally appeared KEVIN J. Drucker and known to me to be the SVP, authorized agent for **CORNERSTONE NATIONAL BANK & TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **CORNERSTONE NATIONAL BANK & TRUST COMPANY**, duly authorized by **CORNERSTONE NATIONAL BANK & TRUST COMPANY** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **CORNERSTONE NATIONAL BANK & TRUST COMPANY**.

By *Nancy Bain* Residing at Barrington, IL

Notary Public in and for the State of IL

My commission expires 11/30/19

Notary Public of Cook County Clerk's Office

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EXHIBIT "A"

PROPERTY ADDRESS: 400 N. Milwaukee Avenue
Wheeling, IL 60090

P.I.N.: 03-02-200-084-0000 & 03-02-200-085-0000

PROPERTY LEGAL DESCRIPTION:

THAT PART OF LOT 4 IN RESUBDIVISION OF GEORGE STRONG'S FARM IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 4 AND THE CENTER LINE OF MILWAUKEE AVENUE; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 495.0 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF MILWAUKEE AVENUE, A DISTANCE OF 116.0 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 4 TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office