

RECORDATION REQUESTED

Doc#: 1804449014 Fee: \$66.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/13/2018 09:20 AM Pg: 1 of 10

WHEN RECORDED MAIL TO:

This Instrument prepared by:

Ansani & Ansani, P.C.
1411 W. Peterson Ave., Suite 202
Park Ridge, IL 60068
Attention: Daniel R. Ansani

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made as of January 31, 2018, by and among MIDLAND STATES BANK, as lender ("Lender"), NVR, INC., as subordinated creditor ("Creditor"), and FOUR PEAKS, LLC, an Illinois limited liability company, as borrower ("Borrower").

Background:

A. Pursuant to A Construction Loan Agreement, dated as of January 31, 2018, between Lender and Borrower (as amended from time to time, the "Loan Agreement"), Lender has agreed to make a Loan to Borrower ("Senior Loan"), upon the terms and conditions set forth in the Loan Agreement. Any capitalized term used in this Agreement and not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

B. The Loan made by Lender pursuant to the terms of the Loan Agreement, is evidenced by the Note, and is intended to be secured by first liens and security interests on certain of Borrower's property and assets, including without limitation, on the real property commonly known as 800 Northwest Highway, Des Plaines, Cook County, Illinois, as legally described on the attached Exhibit A (the "Property").

C. Creditor, has agreed to purchase a portion of the Property from Borrower and has made a deposit in connection with said agreement and Borrower has granted Creditor a lien on the Property to secure Borrower's obligation to consummate the sale or return said deposit.

D. As a condition to the making of the Loan from Lender to Borrower as described above, Lender has required, and Borrower and Creditor each have agreed, that the deposit made by Creditor and all claims by Creditor against Borrower and any Common Guarantors, shall be fully and completely subject and subordinate, in every respect, to the Loan, all as more fully described and provided in this Agreement.

Statement of Agreement

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Lender, Creditor and Borrower do hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated herein by this reference.
2. **Definitions.** The following capitalized terms used in this Agreement shall have the meaning ascribed to such terms

below:

UNOFFICIAL COPY

Common Guarantors. Any third party or entity that has entered into any type of guaranty, co-borrower, third party pledgor, or surety arrangement in connection with both the Senior Indebtedness and the Creditor Indebtedness, including, without limitation, any third party or entity has entered into one such arrangement with Lender and another such arrangement with Creditor (e.g., is a co-borrower in connection with the Senior Indebtedness and a third party pledgor in connection with the Creditor Indebtedness).

Creditor Indebtedness: All of the present and future indebtedness (principal and interest, any rights to receive distributions (capital or income) or to share in profits, fees, collection costs and expenses, and other amounts), liabilities and obligations of Borrower to Creditor, all of the foregoing whether fixed or contingent, matured or unmatured, liquidated or unliquidated.

Creditor Loan Documents: All present and future agreements, documents, and or instruments evidencing, documenting, securing or otherwise relating to any or all of the Creditor Indebtedness, all as the same may be amended, modified, extended, renewed or restated from time to time, including, without limitation, the Creditor Note.

Creditor Note. The promissory notes and other evidences of the Creditor Indebtedness, as they may be amended or replaced from time to time.

Enforcement Action: The commencement of the exercise of any remedies against Borrower or any Common Guarantor including without limitation, the commencement of any litigation or proceeding, including the commencement of any foreclosure proceeding, the exercise of any power of sale, sale by advertisement, the taking of a deed or assignment in lieu of foreclosure, the obtaining of a receiver or the taking of any other enforcement action against, or the taking of possession or control of, any of the property or assets of Borrower or any Common Guarantor, but specifically excluding (a) requests and demands made upon Borrower or any Common Guarantor by delivery of notices to Borrower or such Common Guarantor, (b) assertion or enforcement of any right of Creditor to receive payment from proceeds of a foreclosure sale of any of the Lender Collateral property incident to foreclosure of the liens or security interests of the Senior Loan Documents which may remain after payment of costs and expenses of such foreclosure and payment and satisfaction in full of the Senior Indebtedness, and (c) the filing of claims in any Insolvency Proceeding concerning Borrower or any Common Guarantor as may be required to protect and preserve the right of Creditor to participate in such Insolvency Proceeding as creditor and to participate in distributions of assets of Borrower or such Common Guarantor in said Insolvency Proceeding with respect to the Creditor Indebtedness after payment and satisfaction in full of the Senior Indebtedness, but subject in all respects to the rights of Lender under and as provided in this Agreement and without in any way impairing or affecting the right of Lender to require performance and observance by Creditor of or the obligations of Creditor to perform and observe the covenants, undertakings and agreements of Creditor under and as provided in this Agreement.

Insolvency Proceeding: Means any proceeding under Title 11 of the United States Code (11 U.S.C. Sec. 101 et. seq.) or any other insolvency, liquidation, reorganization or other similar proceeding concerning Borrower or any Common Guarantor, any action for the dissolution of Borrower or any Common Guarantor, any proceeding (judicial or otherwise) concerning the application of the assets of Borrower or any Common Guarantor, for the benefit of its creditors, the appointment of or any proceeding seeking the appointment of a trustee, receiver or other similar custodian for all or any substantial part of the assets of Borrower or any other action concerning the adjustment of the debts of Borrower or any Common Guarantor, the cessation of business by Borrower or any Common Guarantor, except following a sale, transfer or other disposition of all or substantially all of the assets of Borrower or such Common Guarantor in a transaction, if any, permitted under the Senior Loan Documents.

Lender Collateral: All of the property and assets of Borrower, and all cash and non-cash proceeds thereof, and including without limiting the generality of the foregoing, all property, rights and interests of Borrower described as collateral in the Senior Loan Documents.

Permitted Payments: Notwithstanding anything contained in this Agreement to the contrary, Creditor shall have the right to receive its Deposit and Deposit Credits, as and when required under the Creditor Loan Documents.

Senior Indebtedness: All of the present and future indebtedness, liabilities and obligations of Borrower to Lender (including, without limitation, all of the indebtedness, liabilities and obligations under any one or more of the Senior Loan Documents), all of the foregoing whether fixed or contingent, matured or unmatured, liquidated or unliquidated.

Senior Loan Documents: All present and future agreements, documents, and/or instruments evidencing, documenting, securing or otherwise relating to any or all of the Senior Indebtedness, all as the same may be amended,

UNOFFICIAL COPY

modified, extended, renewed or restated from time to time (except to the extent that such amendments, modifications, extensions, renewals or restatements are prohibited by the terms of this Agreement).

UCC: The Uniform Commercial Code as adopted in the State of Illinois, as may be amended from time to time.

3. Subordination.

(a) Generally. Irrespective of:

- (i) the time, order, manner or method of creation, attachment or perfection of the respective security interests, guaranties and/or liens granted to Creditor and to Lender by Borrower in or with respect to any or all of the property or assets of Borrower;
- (ii) the time or manner of the filing of Creditor's and Lender's respective financing statements or mortgages;
- (iii) whether Creditor or Lender or any bailee or agent thereof holds possession of any or all of the property or assets of Borrower;
- (iv) the dating, execution or delivery of any agreement, document or instrument granting Creditor or Lender security interests and/or liens in or on any or all of the property or assets of Borrower;
- (v) the giving or failure to give notice of the acquisition or expected acquisition of any purchase money or other security interests;
- (vi) any provision of the UCC or any other applicable law to the contrary; and
- (vii) any other fact or circumstance related to Borrower, the Senior Indebtedness, or the Senior Loan Documents,

the Creditor Indebtedness, the Creditor Loan Documents, and all claims, rights and interests therein or arising therefrom or related thereto against Borrower or any Common Guarantor, or any or all of the Lender Collateral, are hereby subjected and subordinated, fully, completely and in each and every respect, to the Senior Indebtedness, the Senior Loan Documents and all liens, rights, titles, assignments and security interests created by the Senior Loan Documents, in priority, right, claim and payment, including without limitation, the any claims against any Common Guarantor.

(b) Payment and Performance.

(i) Except as otherwise expressly provided herein, so long as any of the Senior Indebtedness remains outstanding, Creditor agrees to and does hereby subordinate its claim and right to receive payment of the Creditor Indebtedness, or any part thereof, to Lender's claim and right to receive payment in full of the Senior Indebtedness, and hereby agrees not to accept any payment of the Creditor Indebtedness, including interest thereon, or any part, or to assign, transfer or otherwise convey all or any interest in its claim therefor, or any part thereof, to any other person or entity (whether for collateral purposes or otherwise) until such time as the Senior Indebtedness shall have been fully, finally and indefeasibly paid in full. Should any payment or distribution of any kind or character be received by Creditor on the Creditor Indebtedness (other than as expressly permitted by Section 3(b)(ii)) prior to the time all of the Senior Indebtedness shall have been fully, finally and indefeasibly paid in full, Creditor shall receive and hold the same in trust, as trustee, for the benefit of Lender and shall, upon Creditor's receipt of Lender's written request therefor, forthwith deliver the same to Lender and, until so delivered, the same shall be held in trust by Creditor as the property of Lender.

(ii) Notwithstanding the foregoing to the contrary, Creditor shall be entitled to accept Permitted Payments from Borrower on account of the Creditor Indebtedness. Lender agrees that, so long as Creditor is not in default of the Creditor Loan Documents beyond any and all applicable cure periods, Lender shall not interfere with or otherwise terminate Creditor's rights to purchase Lots under the Creditor Loan Documents; and Borrower shall be permitted to remit to Creditor the Deposit and Deposit Credit (as such terms are defined in the Creditor Loan Documents), as and when due, pursuant to the terms and conditions of the Creditor Loan Documents. Without limiting the generality of the foregoing, the Creditor and Lender agree that if the Lender

UNOFFICIAL COPY

forecloses the lien of the Senior Loan Documents, the foreclosure sale will terminate the Creditor Mortgage but will not terminate the Creditor Loan Documents, the Creditor Loan Documents and all of the Creditor's rights and obligations under the Creditor Loan Documents shall remain in force and effect following such foreclosure (subject to the other terms of this Agreement), that any purchaser of the Property at such foreclosure sale shall take the Property subject to the Creditor Loan Documents, , and any notice for any foreclosure sale shall expressly provide that any purchaser at the foreclosure sale shall take the Property subject to the Creditor Loan Documents.

(c) **Enforcement Action.** Notwithstanding Creditor's rights under applicable law or any provision of the Creditor Loan Documents to the contrary, Creditor shall not institute or continue any judicial or administrative proceeding against Lender or any Enforcement Action against Borrower or any Common Guarantor until the Senior Indebtedness is repaid in full. Without limiting the generality of the foregoing, in the event of a bankruptcy or insolvency of Borrower or any Common Guarantor, Creditor shall not object to or oppose any efforts by Lender to obtain relief from the automatic stay under Section 362 of the United States Bankruptcy Code or to seek to cause such entity's bankruptcy estate to abandon any of the property or assets of Borrower or any Common Guarantor (or any portion thereof).

(d) **Bankruptcy.** Until ninety-one (91) days following the payment in full of the Senior Indebtedness, Creditor hereby covenants and agrees that it will not acquiesce, petition or otherwise invoke or cause any other person or entity to invoke the process of the United States of America, any state or other political subdivision thereof or any other jurisdiction, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government for the purpose of commencing or sustaining a case against Borrower or any Common Guarantor, under a Federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of Borrower or any Common Guarantor or all or any part of its property or assets or ordering the winding-up or liquidation of the affairs of Borrower or any Common Guarantor. In the event of any proceeding with respect to Borrower or any Common Guarantor or any significant part of Borrower's properties or assets or those of any Common Guarantor, involving insolvency or bankruptcy, including without limitation any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition, arrangement or other similar proceeding, or any such proceeding by, among or on behalf of any of Borrower's or any Common Guarantor's creditors, as such, or any proceeding for the voluntary liquidation, dissolution or other winding up of Borrower or any Common Guarantor (whether or not involving insolvency or bankruptcy proceedings) or any assignment for the benefit of Borrower's or any Common Guarantor's creditors, or any other marshaling of its assets, then and in any such event: (i) the Senior Indebtedness shall be paid in full before any payment or distribution of any character, whether in cash, securities or other property, shall be made on account of the Creditor Indebtedness, and (ii) if at the time any part of the Senior Indebtedness is unpaid, Creditor hereby assigns to Lender, absolutely, irrevocably and unconditionally all of Creditor's rights, as a secured or unsecured creditor, if any, to vote to approve or reject any plan of reorganization in respect of the Borrower or any Common Guarantor in any Insolvency Proceeding.

(e) **Miscellaneous.** Borrower shall cause its books of account and all instruments regarding the Creditor Indebtedness to be marked in such manner as shall be effective to give proper notice of the provisions of this Agreement.

(f) **Release in Connection with Deed in Lieu of Foreclosure.** In the event that Lender advises Creditor, in writing, that Lender desires to enter into a deed in lieu of foreclosure with respect to any of the Lender Collateral, Creditor shall have twenty (20) days to either fully repay the Senior Indebtedness or release its liens on the Lender Collateral, if any.

4. **Creditor Indebtedness.**

(a) **No Assignment.** Without the prior written consent of Lender, Creditor will not assign, transfer or pledge any or all of the Creditor Indebtedness or any portion thereof or interest therein or any of the Creditor Loan Documents. Any attempted assignment in contravention of this restriction shall be void and Creditor shall defend, indemnify and hold harmless Lender from and against all losses, claims, costs and damages incurred by Lender by reason of any assignment made or attempted in contravention of this Agreement.

(b) **No Amendment.** Without the prior written consent of Lender, conditioned or delayed, Borrower and Creditor will not amend or modify the Creditor Indebtedness or the Creditor Loan Documents in any Material respect. "Material" means any change, amendment or modification of the Contract which affects the Purchase Price or purchase schedule. In the event that Lender fails to consent to same within ten (10) days after written notice of same, Lender shall be deemed to have approved such amendment or modification. Without the prior written consent of Lender, Creditor will not disburse any additional sums to Borrower.

(c) **Representations.** Creditor hereby represents and warrants to Lender that:

UNOFFICIAL COPY

(i) there exists under the Creditor Loan Documents no default, event of default or circumstance or state of facts that, with the giving of notice or the passage of time or both could constitute such a default or event of default thereunder;

(ii) the principal balance of the Creditor Indebtedness as of the date hereof \$734,511.20;

(iii) Creditor has the power, authority and legal right to execute, deliver and perform this Agreement. This Agreement has been duly authorized by all necessary action of Creditor, duly executed and delivered by Creditor, and constitutes the valid and binding obligation of Creditor enforceable against Creditor in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(iv) neither the execution, delivery or performance by Creditor of this Agreement nor compliance by it with the terms and provisions hereof (A) will contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental instrumentality, (B) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien upon any of the property or assets of Creditor pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement, loan, agreement, partnership agreement or any other agreement, contract or instrument to which Creditor is a party or by which it or any of its property or assets is bound or to which it may be subject, or (C) will violate any provision of the organizational documents of Creditor;

(v) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with (A) the execution, delivery and performance by Creditor of this Agreement, or (B) the legality, validity, binding effect or enforceability of this Agreement with respect to Creditor;

(vi) as of the date hereof, the making of the Creditor Indebtedness by Creditor to Borrower will not result in the imposition of any withholding tax or similar charge or levy payable by Borrower (whether pursuant to law or contract); and

(vii) Creditor entered into the transactions contemplated by Creditor Loan Documents and made the Creditor Indebtedness without reliance upon any information or advice from Lender. Creditor made its own underwriting analysis in connection with the Creditor Indebtedness, its own credit review of Borrower and investigated all matters which Creditor deemed pertinent thereon.

(d) **Default Notices.** Creditor shall copy Lender on all written notices sent to Borrower with respect to any default or any event which, with the passage of time or the giving of notice or both, would be a default under the Creditor Loan Documents and shall send such notices at the same time and in the same manner delivered to Borrower. Lender shall copy Creditor on all written notices sent to Borrower with respect to any default or any event which, with the passage of time or the giving of notice or both, would be a default under the Senior Loan Documents and shall send such notices at the same time and in the same manner delivered to Borrower.

5. **Certain Actions by Lender.** Borrower and Lender may at any time, and from time to time, without the consent of or notice to Creditor without incurring liability or responsibility to Creditor and without impairing or releasing any of Lender's rights hereunder, (i) alter the terms of the Senior Loan Documents or any other instrument or agreement in any way relating to the Senior Loan, (ii) sell, exchange, release or otherwise deal with all or any part of any property at any time securing payment of the Senior Indebtedness; (iii) release anyone liable in any manner for the payment or collection of the Senior Indebtedness or any portion thereof; (iv) exercise or refrain from exercising any right against Borrower or others (including Creditor); and (v) apply any sums received by Lender, by whomsoever paid and however realized, to the Lender Indebtedness in such manner as Lender shall deem appropriate.

6. **Intentionally Omitted.**

7. **Miscellaneous Provisions.**

UNOFFICIAL COPY

(a) Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing, addressed as follows and shall be deemed to have been properly given if hand delivered, or if sent by reputable overnight courier (effective the business day following delivery to such courier):

If to Lender:

Midland States Bank
1540 IL Route 59
Joliet, IL 60435
Attn: Christine Uram
Tel: (815) 230-4302
Fax: (815) 230-3437
Email: curam@midlandsb.com

If to Borrower:

Four Peaks, LLC
1001 Feehanville Drive
Mount Prospect, IL 60056
Attn: Nicholas E. Papanicholas, Jr.
Tel: 847-394-6200
Fax: 847-394-6205
Email: nickjr@nicholasquality.com

If to Creditor:

NVR, Inc.
850 Diehl Street, Suite 120
Naperville, IL 60563
Attn: Scott Pjesky and Andrew Mouw
Tel: (630) 445-2497
Fax: (630) 445-2501
Email: spjesky@nvrinc.com ; amouw@nvrinc.com

Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
12505 Park Potomac, Sixth Floor
Potomac, MD 20854
Attn: Lawrence M. Kramer and Sean P. Sherman
Tel: 301-230-5200
Fax: 301-230-2891
Email: NVR@shulmanrogers.com

(b) **Continuing Validity.** Except as provided in this Agreement, the terms and provisions of the Creditor Loan Documents and the Senior Loan Documents shall remain in full force and effect.

(c) **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their successors and assigns.

(d) **Complete Agreement.** This Agreement contains all of the agreements and conditions made between the parties regarding the subject matter hereof, supersedes prior negotiations and agreements regarding the subject matter hereof, and may not be modified orally or in any manner other than by an agreement in writing signed by Lender, Creditor and Borrower.

(e) **Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial.**

(i) **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF ILLINOIS. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER AND CREDITOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY CLAIM TO ASSERT THAT THE LAW OF ANY JURISDICTION**

UNOFFICIAL COPY

OTHER THAN THE STATE OF ILLINOIS GOVERNS THIS AGREEMENT. Any legal action or proceeding with respect to this Agreement may be brought in the Circuit Court of Cook County, Illinois, or of the United States for the Northern District of Illinois, and, by execution and delivery of this Agreement, Borrower and Creditor hereby irrevocably accept for each of themselves and in respect of its respective properties, generally and unconditionally, the jurisdiction of the aforesaid courts.

(ii) Borrower and Creditor each hereby further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to Borrower and Creditor, as applicable, at its address for notices pursuant hereto, such service to become effective ten days after such mailing or at such earlier time as may be provided under applicable law. Nothing herein shall affect the right of the Lender to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Borrower and/or Creditor in any other jurisdiction. Borrower and Creditor hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in subsection (i) above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

(iii) **BORROWER AND CREDITOR HEREBY IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

(f) **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(g) **Further Assurances.** Creditor, Lender and Borrower will execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, mortgages, assignments, transfers, pledges and assurances as any party hereto reasonably may require or deem desirable for the better assuring and confirming the subordination as described herein.

(h) **Exhibits.** All exhibits referenced herein are incorporated in this Agreement by reference.

(i) **Terminology.** All personal pronouns used in this Agreement whether used in the masculine, feminine or neuter gender shall include all other genders. The singular shall include the plural, and vice versa. Titles of articles are for convenience only and neither limit nor amplify the substantive provision of this Agreement itself.

(j) **Third Party Beneficiaries.** There shall be no third party beneficiaries to this Agreement.

(k) **Costs of Enforcement.** Lender shall be entitled to reimbursement, from Creditor and Borrower, of Lender's reasonable costs of enforcing this Agreement against Creditor and Borrower, including, without limitation, Lender's reasonable attorneys' fees.

[signature page to follow]

UNOFFICIAL COPY

IN WITNESS WHEREOF, Lender, Creditor and Borrower have executed and delivered this Agreement under seal as of the date first above written.

CREDITOR:

NVR, INC.

By: [Signature]
Name: SCOTT RUESKY
Its: J.M.

BORROWER:

FOUR PEAKS, LLC, an Illinois limited liability company

By: [Signature]
Nicholas E. Papanicholas, Jr.
Manager

LENDER:

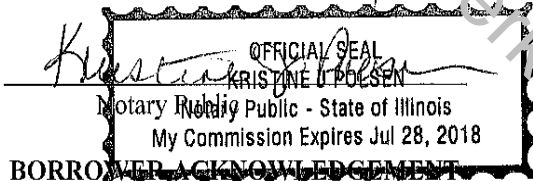
MIDLAND STATES BANK

By: [Signature]

CREDITOR ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for the County of WILL, in the State of ILLINOIS, DO HEREBY CERTIFY that S. SCOTT RUESKY 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 they signed and delivered this instrument as their free and voluntary act, and as the free and voluntary act of Creditor, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23 day of JANUARY, 2018.



BORROWER ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for the County of COOK, in the State of ILLINOIS, DO HEREBY CERTIFY that NICK PAPANICHOLOS JR. 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 they signed and delivered this instrument as their free and voluntary act, and as the free and voluntary act of Borrower, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31ST day of JANUARY, 2018.

[Signature]
Notary Public



UNOFFICIAL COPY

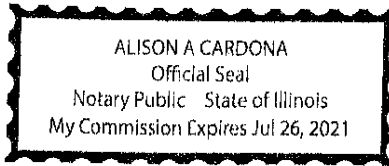
LENDER ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for the County of WILL, in the State of ILLINOIS, DO HEREBY CERTIFY that CHRISTINE URAM 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 they signed and delivered this instrument as their free and voluntary act, and as the free and voluntary act of Lender, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31ST day of JANUARY, 2018.

Alison A Cardona

Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Schedule A

LOTS 1 THROUGH 10 INCLUSIVE, LOTS 12 THROUGH 15 INCLUSIVE, LOT 17, AND LOTS 19 THROUGH 25 INCLUSIVE, OUTLOT 1 AND OUTLOT 2, ALL IN BUCKINGHAM PLACE, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 17 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 18, ALL IN TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS:09-17-100-038-0000; 09-17-100-039-0000; 09-18-215-004-0000

Property of Cook County Clerk's Office