

THIS INSTRUMENT PREPARED BY,
AND WHEN RECORDED MAIL TO:

Brandon R. Calvert, Esq.
Charity & Associates, P.C.
20 North Clark Street
Suite 1150
Chicago, Illinois 60602



Doc# 1828445006 Fee \$68.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/11/2018 09:24 AM PG: 1 OF 11

Property of Cook County Clerk's Office

SUBORDINATION AGREEMENT
(Seller Loan and TOD Loan)

THIS SUBORDINATION AGREEMENT ("Subordination Agreement") is made as of October 5, 2018 by and among **ACCESS WEST COOK I, LLC**, an Illinois limited liability company ("Borrower"), with a mailing address at 333 S. Wabash Avenue, Suite 2800, Chicago, Illinois 60604, the owner of the interest in the real Property hereinafter described, **IFF**, an Illinois not for profit corporation ("Junior Lienholder"), with a mailing address of 333 S. Wabash Avenue, Suite 2800, Chicago, Illinois 60604, in its capacity as maker of the Seller Loan hereinafter described, **IFF**, an Illinois not for profit corporation ("Second Junior Lienholder"), with a mailing address of 333 S. Wabash Avenue, Suite 2800, Chicago, Illinois 60604, in its capacity as maker of the Subordinated Loan hereinafter described, and **IFF**, an Illinois not for profit corporation ("Lender"), with a mailing address of 333 S. Wabash Avenue, Suite 2800, Chicago, Illinois 60604, in its capacity as maker of the Senior Loan hereinafter described.

Factual Background

A. Junior Lienholder is making a One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00) loan (the "Seller Loan") to Borrower to finance in part the acquisition, construction, rehabilitation and operation of a 42-unit affordable housing scattered site development (the "Project") situated on certain real property located in Cook County, Illinois, more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Property"). Each of the documents listed on **Exhibit B** together with all other documents, agreements, and materials that evidence, guaranty, secure, or otherwise pertain to the Seller Loan shall be referred to collectively as the "Seller Documents."

B. Second Junior Lienholder is making a Two Million Eighty-Two Thousand Six Hundred and No/100 Dollars (\$2,082,600.00) loan (the "Subordinated Loan") to Borrower to finance in part the acquisition, construction, rehabilitation and operation of the Project. Each of the documents listed on **Exhibit C** together with all other documents, agreements, and materials that evidence, guaranty, secure, or otherwise pertain to the Subordinated Loan shall be referred to collectively as the "Subordinated Documents."

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- C. Pursuant to that certain Construction Loan Agreement dated as of an even date herewith between Borrower and Lender (the "Senior Loan Agreement"), Lender has made a Seven Hundred Eighty-Five Thousand and No/100 Dollars (\$785,000.00) loan (the "Senior Loan") to Borrower to finance in part the Project.
- D. Borrower's obligation to repay the Senior Loan is secured by a first priority Construction Mortgage, Personal Property Security Agreement, Assignment of Leases and Rentals and Financing Statement (the "Senior Mortgage") executed by Borrower in favor of Lender, dated as of an even date herewith and that will be recorded prior hereto in the Cook County, Illinois real property records. The Senior Loan Agreement, the Senior Mortgage and all other documents that evidence, guaranty, secure, or otherwise pertain to the Senior Loan collectively constitute the "Senior Loan Documents."
- E. Borrower's obligation to repay the Seller Loan is secured by the Seller Mortgage (described in **Exhibit B**) that will be recorded after the Senior Mortgage but prior to the Subordinated Mortgage (described in **Exhibit C**) in the Cook County, Illinois real property records.
- F. A condition to Lender permitting the Seller Mortgage and the Subordinated Mortgage to encumber the Property is that the Senior Loan Documents unconditionally be and remain at all times a first priority lien, claim, and charge upon the Property unconditionally prior and superior to the liens, claims, and charges of the Seller Documents and the Subordinated Documents.
- G. A condition to Junior Lienholder permitting the Subordinated Mortgage to encumber the Property is that the Seller Documents unconditionally be and remain at all times a second priority lien, claim, and charge upon the Property unconditionally prior and superior to the liens, claims, and charges of the Subordinated Documents.
- H. It is to the mutual benefit of the parties that Lender permit the Seller Mortgage and Subordinated Mortgage to encumber the Property and Junior Lienholder and Second Junior Lienholder are willing to agree that the Senior Loan Documents constitute a lien, claim, and charge upon the Property unconditionally prior and superior to the liens, claims, and charges of the Seller Documents and the Subordinated Documents.
- I. It is to the mutual benefit of the parties that Junior Lienholder permit the Subordinated Mortgage to encumber the Property and Second Junior Lienholder is willing to agree that the Seller Mortgage constitutes a second priority lien, claim, and charge upon the Property unconditionally prior and superior to the liens, claims, and charges of the Subordinated Loan and the Subordinated Documents.

AGREEMENT

1. Subordination. The Senior Mortgage and other Senior Loan Documents are and unconditionally will remain at all times, a lien, claim, or charge on the Property prior and superior to the lien or charge of the Seller Documents and the Subordinated Documents. The Seller Documents and the Subordinated Documents shall, at all times and in all respects, be wholly subordinate and inferior in claim and right to the Senior Loan and Senior Loan Documents, and all claims, rights and remedies therefor are hereby subordinated and made subsequent and inferior to the Senior Loan and Senior Loan Documents and any claims, rights, and remedies arising out of, or in connection therewith. So long as the Senior Loan Documents are in full force and effect, in the event of any conflict between the provisions of the Seller Documents or Subordinated Documents and those of the Senior Loan Documents, the provisions of the Senior Loan Documents shall control. Any waiver or forbearance by the Lender of any right or remedy under the Senior Loan Documents shall not impair the priority of its respective lien under the Senior Loan Documents. Further, the Seller Mortgage and other Seller Documents are and unconditionally will remain at all times, a lien, claim, or charge on the Property prior and superior to the lien or charge of the Subordinated Documents. The Subordinated Documents shall, at all times and in all respects, be wholly subordinate and inferior in claim and right to the Seller Documents, and all claims, rights and remedies therefor are hereby subordinated and made subsequent and inferior to the Seller Loan and Seller Documents and any claims, rights, and remedies arising out of,

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or in connection therewith. Subject to the rights of the Senior Lender and the Senior Loan Documents, so long as the Seller Documents are in full force and effect, in the event of any conflict between the provisions of the Subordinated Documents and those of the Seller Documents, the provisions of the Seller Documents shall control. Any waiver or forbearance by the Junior Lienholder of any right or remedy under the Seller Documents shall not impair the priority of its respective lien under the Seller Documents.

2. **Acknowledgements and Agreements of Junior Lienholder.** Junior Lienholder and Second Junior Lienholder declare, acknowledge, and agree that:

2.1 Junior Lienholder and Second Junior Lienholder consent to all provisions of the Senior Mortgage and the Senior Loan Documents;

2.2 Junior Lienholder and Second Junior Lienholder agree that (a) all present and future indebtedness and obligations under the Senior Loan Documents (the "Senior Indebtedness") shall be first paid in full by the Borrower before any payment shall be made by the Borrower under the Seller Documents or Subordinated Documents, and (b) this priority of payment shall apply at all times until the Senior Indebtedness has been repaid in full. After payment on the Senior Indebtedness, the Seller Loan shall be repaid in accordance with its terms prior to any payment on the Subordinate Loan. In the event of any assignment by the Borrower for the benefit of the Borrower's creditors, or any bankruptcy proceedings instituted by or against the Borrower, or the appointment of any receiver for the Borrower or the Borrower's business or assets, or of any dissolution or other winding up of the affairs of the Borrower or of the Borrower's business, and in all such cases respectively, the Borrower's officers and any assignee, trustee in bankruptcy, receiver and other person or persons in charge are hereby directed to pay to Lender the full amount of the Senior Indebtedness before making any payments to Junior Lienholder due under the Seller Documents or the Second Junior Lienholder due under the Subordinate Documents.

2.3 Junior Lienholder and Second Junior Lienholder understand that in reliance upon, and in consideration of, the declarations, acknowledgements and agreements of Junior Lienholder and Second Junior Lienholder contained herein, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into, that would not be made or entered into but for the Lender's reliance upon the declarations, acknowledgements and agreements of Junior Lienholder and Second Junior Lienholder contained in this Subordination Agreement.

2.4 Junior Lienholder and Second Junior Lienholder agree that, without the Lender's prior written consent, they will not accelerate the obligations contained in the Seller Documents or the Subordinated Documents, commence foreclosure proceedings with respect to the Property, collect rents, or institute any other collection or enforcement action.

3. **Integration; No Waiver.** This Subordination Agreement is the whole and only agreement with regard to the subordination of the liens, claims, and charges of the Seller Documents and the Subordinated Documents to the Senior Loan Documents. This Subordination Agreement may not be modified or amended except by a written agreement signed by the parties. No waiver shall be deemed to be made by Lender of any of its rights hereunder unless the same shall be in writing signed on behalf of the 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 Lender or the obligations of Borrower to Lender in any other respect at any other time.

4. **Successors and Assigns.** This Subordination Agreement is binding on and inures to the benefit of the legal representatives, successors, and assigns of the parties. Lender's successors and assigns include any financial institution which may now, or hereafter, participate in the Senior Loan and Senior Loan Documents.

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5. **Creditor's Rights**. Junior Lienholder and Second Junior Lienholder agree not to commence or join with any other creditor of Borrower in commencing any bankruptcy, reorganization, or insolvency proceedings against the Borrower without the prior written consent of Lender.
6. **Governing Law**. This Subordination Agreement is governed by the laws of the State of Illinois, without regard to the choice of law rules of that state.
7. **Counterparts**. This Subordination Agreement may be executed in counterparts, and all counterparts constitute but one and the same document.

(remainder of page intentionally left blank)

**COOK COUNTY
RECORDER OF DEEDS**


**COOK COUNTY
RECORDER OF DEEDS**

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination Agreement as of the date and year first above written.

"JUNIOR LIENHOLDER"

IFF,
an Illinois not for profit corporation

By: 
Name: _____
Title: Kirby Burkholder
President, Social Impact Accelerator

"SECOND JUNIOR LIENHOLDER"

IFF,
an Illinois not for profit corporation

By: 
Name: _____
Title: Kirby Burkholder
President, Social Impact Accelerator

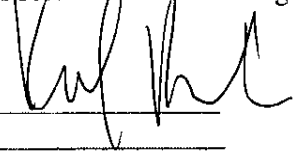
"BORROWER"

ACCESS WEST COOK I, LLC,
an Illinois limited liability company

By: Access West Cook I MM, LLC,
an Illinois limited liability company,
its managing member

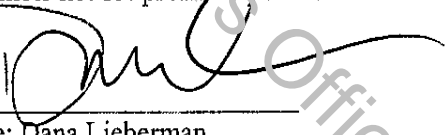
By: Home First, LLC,
an Illinois limited liability company,
its sole member

By: IFF,
an Illinois not-for-profit corporation,
its sole member and manager

By: 
Name: _____
Title: Kirby Burkholder
President, Social Impact Accelerator

"LENDER"

IFF,
an Illinois not for profit corporation

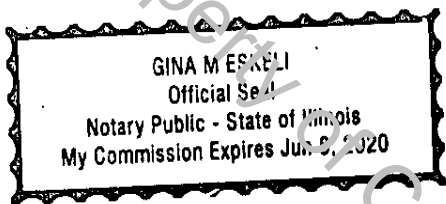
By: 
Name: Dana Lieberman
Title: Senior Vice President of Capital Solutions

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STATE OF ILLINOIS)
)
COUNTY OF WILL) SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kirby Burkholder, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as President, Social Impact Accelerator of IFF, an Illinois not for profit corporation in its capacity as Junior Lienholder appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein.

Given under my hand and notarial seal this 4 day of October, 2018.



(SEAL)

Gina M Eskeli
Notary Public

My Commission Expires: 6/8/20

STATE OF ILLINOIS)
)
COUNTY OF WILL) SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kirby Burkholder, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as President, Social Impact Accelerator of IFF, an Illinois not for profit corporation in its capacity as Second Junior Lienholder appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein.

Given under my hand and notarial seal this 4 day of October, 2018.



(SEAL)

Gina M Eskeli
Notary Public

My Commission Expires: 6/8/20

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STATE OF ILLINOIS)
)
COUNTY OF WILL) SS

This instrument was acknowledged before me by Kirby Burkholder, President, Social Impact Accelerator of IFF, an Illinois not-for-profit corporation, the sole member and manager of Home First, LLC, an Illinois limited liability company, the sole member of Access West Cook I MM, LLC, an Illinois limited liability company, the managing member of Access West Cook I, LLC, an Illinois limited liability company ("Borrower") who acknowledged that he signed and delivered this instrument on behalf of Borrower for the uses and purposes set forth herein.

Given under my hand and notarial seal this 4 day of October, 2018.



(SEAL)

Gina M Eskeli
Notary Public

My Commission Expires: 6/8/20

STATE OF ILLINOIS)
)
COUNTY OF WILL) SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dana Lieberman, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Senior Vice President of Capital Solutions of IFF, an Illinois not for profit corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein.

Given under my hand and notarial seal this 4 day of October, 2018.



(SEAL)

Gina M Eskeli
Notary Public

My Commission Expires: 6/8/20

all 1 of 2

UNOFFICIAL COPY**EXHIBIT A
LEGAL DESCRIPTION*******PARCEL 1 (212771):**

LOT 2 IN BLOCK 8 IN THE SUBDIVISION OF BLOCK 4, THE NORTH 188.95 FEET OF THE EAST 197.10 FEET OF BLOCKS 5 AND 6, THE SOUTHWEST QUARTER OF BLOCK 7, BLOCKS 8 AND 15, AND BLOCK 18 (EXCEPT THE WEST 50 FEET OF THE SOUTH 125 FEET THEREOF), ALL IN JOSEPH K. DUNLOP'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER AND THAT PART OF THE EAST THIRD OF THE EAST HALF OF THE SOUTHWEST QUARTER LYING SOUTHEAST OF THE CENTRE OF DESPLAINES AVENUE, IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN 15-13-408-019-0000, 903 Ferdinand Avenue, Forest Park, Illinois

PARCEL 2 (212772):

LOT 41 IN BLOCK 16 IN 1ST ADDITION TO W.G. MCINTOSH'S METROPOLITAN ELEVATED SUBDIVISION BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER LYING NORTH OF THE SOUTH 1271.3 FEET OF THE SOUTH 300 ACRES OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO OF BLOCKS 78, 79 AND 80 OF SAID SECTION 19 (EXCEPT THE SOUTH 300 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.
PIN 16-19-315-004-0000, 1803 Grove Avenue, Berwyn, Illinois

PARCEL 3 (212773):

LOT 13 IN BLOCK 9 IN WINSLOW S 4TH SUBDIVISION, BEING A SUBDIVISION OF BLOCKS 9, 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN 16-29-108-032-0000, 2326 South Cuyler Avenue, Berwyn, Illinois

PARCEL 4 (212774):

LOT 45 AND THE SOUTH 8 1/3 FEET OF LOT 46 IN BLOCK 9 IN DUNLOP, MAAS & ANSTETT'S SUBDIVISION OF BLOCKS 3, 9, 14 & 19 IN JOSEPH K. DUNLOP'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER AND THAT PART OF THE EAST THIRD OF THE EAST HALF OF THE SOUTHWEST QUARTER LYING SOUTHEAST OF THE CENTRE OF DESPLAINES AVENUE IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN 15-13-409-003-0000, 906 Ferdinand Avenue, Forest Park, Illinois

PARCEL 5 (212775):

LOT 1 AND THE NORTH HALF OF LOT 2 IN BLOCK 3 IN THE SUBDIVISION OF LOTS 4 AND 5 IN PARTITION OF THE WEST 51.49 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE EAST 41 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN 16-30-116-019-0000, 2502 Grove Avenue, Berwyn, Illinois

PARCEL 6 (212776):

LOTS 31 AND 32 IN BLOCK 37 IN FRANK WELL'S 16TH STREET SUBDIVISION OF BLOCKS 37, 60 AND 61 IN SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

PIN 16-19-219-014-0000, Affects: Lot 32

PIN 16-19-219-015-0000, Affects: Lot 31

1433 Clarence Avenue, Berwyn, Illinois

PARCEL 7 (212777):

LOTS 29 AND 30 IN BLOCK 17 IN BERWYN, A SUBDIVISION OF BLOCKS 4, 5, 12, 13, 20, 21, 28, 29, 34, 35, 36 AND 39 OF LA VERGNE, BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THAT PART OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER LYING NORTH OF OGDEN AVENUE OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 16-31-304-041-0000, Affects: Lot 29

PIN 16-31-304-042-0000, Affects: Lot 30

3554 Clinton Avenue, Berwyn, Illinois

Continued...

all 2077

Exhibit A – Legal Description – continued...

UNOFFICIAL COPY**PARCEL 8 (212657):**

LOT 4 (EXCEPT THE NORTH 15 FEET THEREOF) AND LOT 5 (EXCEPT THE SOUTH 12 FEET THEREOF) IN BLOCK 2 IN WALTER G. MCINTOSH'S METROPOLITAN ELEVATED SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER LYING NORTH OF THE SOUTH 1271.3 FEET OF THE SOUTH 300 ACRES OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 16-19-406-015-0000, 1634 Elmwood Avenue, Berwyn, Illinois

PARCEL 9 (212668):

LOTS 14 AND 15 IN BLOCK 2 IN JOHN GLOS' ADDITION TO MELROSE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 15-09-208-024-0000, 226 26th Avenue, Bellwood, Illinois

PARCEL 10 (212703):

THE SOUTH HALF OF LOT 18 AND ALL OF LOT 19 IN BLOCK 1 IN WALLECK'S SUBDIVISION OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 16-20-103-030-0000, 1226 Lombard Avenue, Berwyn, Illinois

PARCEL 11 (212751):

LOT 27 IN BLOCK 1 IN W.F. KAISER AND COMPANY'S ARCADIA PARK SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 16-20-118-013-0000, 1431 Harvey Avenue, Berwyn, Illinois

PARCEL 12 (212755):

LOT 44 (EXCEPT THE SOUTH 5 FEET THEREOF) AND LOT 45 (EXCEPT THE NORTH 10 FEET THEREOF) IN BLOCK 1 OF THE SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 15-13-421-004-0000, 1006 Circle Avenue, Forest Park, Illinois

PARCEL 13 (212787):

THE NORTH HALF OF LOT 9 IN BLOCK 12 IN STANNARD'S 2ND ADDITION TO MAYWOOD, BEING A SUBDIVISION OF THE SOUTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 15-14-320-002-0000, 2009 South 5th Avenue, Maywood, Illinois

PARCEL 14 (212788):

LOT 1 IN PANIGIRAKIS' RESUBDIVISION OF LOT 112 IN FRANK C. WOODS ADDITION TO MAYWOOD, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1997 AS DOCUMENT 97337779, IN COOK COUNTY, ILLINOIS.

PIN 15-14-319-036-0000, 2024 South 5th Avenue, Maywood, Illinois

PARCEL 15 (212789):

LOT 3 IN PANIGIRAKIS' RESUBDIVISION OF LOT 112 IN FRANK C. WOODS ADDITION TO MAYWOOD, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1997 AS DOCUMENT 97337779, IN COOK COUNTY, ILLINOIS.

PIN 15-14-319-038-0000, 2032 South 5th Avenue, Maywood, Illinois

PARCEL 16 (212790):

LOT 48 (EXCEPT THE NORTH 39 FEET AND THE SOUTH 45 FEET THEREOF) IN FRANK C. WOODS ADDITION TO MAYWOOD, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.***

PIN 15-14-311-028-0000, 1902 South 5th Avenue, Maywood, Illinois

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EXHIBIT B

Seller Documents

(all dated as of the date of this Subordination Agreement)

1. \$1,400,000.00 Promissory Note (Seller Subordinated Loan) executed Borrower and payable to Junior Lienholder.
2. Mortgage, Security Agreement, Assignment of Rents and Security Agreement (Seller Loan) executed by Borrower in favor of Junior Lienholder (the "Seller Mortgage").

**COOK COUNTY
RECORDER OF DEEDS**

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EXHIBIT C

Subordinated Loan Documents

(all dated as of the date of this Subordination Agreement)

1. \$2,082,600.00 Promissory Note (Subordinated Loan – TOD) executed Borrower and payable to Second Junior Lienholder.
2. Mortgage, Security Agreement, Assignment of Rents and Security Agreement (TOD Subordinate Loan) executed by Borrower in favor of Second Junior Lienholder (the “Subordinated Mortgage”).

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**