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Doc#: 1927749052 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 10/04/2019 09:46 AM Pg: 1 of 13

This document was prepared by,
and after recording, return to:

Matthew R Lewin
Greenberg Traurig, LP
77 West Wacker Drive
Chicago, Illinois 60601

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Chicago Title 19GSA166052LP202

SUBORDINATION OF MORTGAGE and INTERCREDITOR AGREEMENT

THIS SUBORDINATION OF MORTGAGE AND INTERCREDITOR AGREEMENT (this "Agreement"), dated as of September 13, 2019, is by and among ENDELEO- E & S DEVELOPMENT, LLC-80, LLC, an Illinois limited liability company, its successors and assigns ("Borrower"), MJL FUNDING, LLC, an Illinois limited liability company, its successors and assigns ("Senior Lender") and COUNTY OF COOK, ILLINOIS D/B/A COOK COUNTY LAND BANK AUTHORITY, a body politic and corporate ("Subordinate Lender").

RECITALS

A. Borrower has purchased from Subordinate Lender a fee interest in the real property legally described in Exhibit A attached hereto (the "Property") and located at 9557 South LaSalle Street, Chicago, Illinois 60628, and Borrower will be renovating the single family dwelling located thereon (the "Project").

B. On the date hereof, the Lender has made a loan (the "Senior Loan") to the Borrower in a principal amount up to \$121,500 pursuant to a Loan Agreement of even date herewith (the "Loan Agreement") between the Borrower and the Senior Lender, the Loan being evidenced by the Borrower's \$121,500 Promissory Note dated the date hereof (the "Note") to the Senior Lender; the Loan is being made for the purpose of reimbursing costs of acquiring the Property, making certain renovations to the Property and paying certain related costs.

C. In order to secure the payment of the Senior Loan, the Note and the Loan Agreement and the liabilities of Borrower to the Senior Lender thereunder, Borrower has delivered: (i) that certain Mortgage and Security Agreement with Assignment of Rents and Leases and Financing Statement dated as of September 13, 2019 providing a mortgage on the Property executed by the Borrower in favor of the Senior Lender (the "Senior Mortgage") and to be recorded with the Cook County Recorder of Deeds (the "Recorder's Office"). The Senior Mortgage grants to the Senior Lender a first lien fee mortgage on the Property. The Loan Agreement, the Note, the Senior Mortgage, and other documents evidencing, securing, or

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otherwise relating to the Note, are collectively referred to as the “**Senior Loan Documents.**” The Note, and all obligations of the Borrower under the Senior Loan Documents, are collectively referred to herein as the “**Senior Obligations.**”

D. On December 13, 2018, the Subordinate Lender sold the Property to the Borrower for a purchase price a portion of which consists of a \$20,000 forgivable loan (the “**Subordinate Loan**”). The Subordinate Loan is being made pursuant to that certain Forgivable Loan Agreement and Promissory Note dated on or about December 13, 2018 (the “**the Subordinate Loan Agreement**”) between the Borrower and the Subordinate Lender. In order to secure the payment of the Subordinate Loan and the liabilities of Borrower to the Subordinate Lender under the Subordinate Loan Agreement, Borrower has delivered that certain Mortgage dated on or about July 31, 2013, executed by the Borrower in favor of the Subordinate Lender (the “**Subordinate Mortgage**”) and recorded with the Recorder’s Office as Document number 1921946033. The Subordinate Mortgage grants to the Subordinate Lender a subordinate fee mortgage lien on the Property. The Subordinate Loan Agreement and the Subordinate Mortgage, and other documents evidencing, securing, or otherwise relating to the Subordinate Loan, are collectively referred to as the “**the Subordinate Loan Documents.**”

E. As conditions precedent to the making of the Senior Loan to the Borrower, the Senior Lender has required that the Subordinate Lender and the Borrower to enter into this Agreement to set forth their respective rights with respect to the Property.

F. The Senior Lender, the Subordinate Lender and the Borrower have entered into this Agreement to set forth the terms of subordination amongst them. The Borrower has also entered this Agreement to acknowledge its agreement with and approval of such terms.

AGREEMENTS

1. Subordination.

(a) The Subordinate Lender hereby subordinates the lien of the Subordinate Mortgage, any other liens in personal property relating to the Property and the Project as evidenced by the Subordinate Loan Documents, and all of the Subordinate Lender’s rights, remedies and privileges thereunder with respect to the Property and the Project, to the lien of the Senior Mortgage or of any other of the Senior Loan Documents, any other liens in personal property relating to the Property and the Project and evidenced by the Senior Mortgage or of any other of the Senior Loan Documents, and all of the Senior Lender’s rights, remedies and privileges thereunder. Nothing contained in the Subordinate Mortgage shall operate to defeat, render invalid, or impair the priority and seniority of the lien of the Senior Lender under the Senior Mortgage with respect to the Property and the Project.

(b) It is the intention of the parties hereto that, from and after the date hereof, (i) the Senior Lender shall have a first and prior mortgage lien on the Property and a senior security interest on the personal property of the Borrower pursuant to the Senior Mortgage, and (ii) the Subordinate Lender shall have a subordinate and second mortgage lien on the Property and subordinate and second security interest on the personal property of the Borrower pursuant to the

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Subordinate Mortgage. The parties hereto agree to execute and deliver any documents reasonably required by any other party hereto in order to effectuate the priorities set forth in this Section 1(b).

(c) The rights and priorities set forth in this Section 1 shall be effective notwithstanding the order of creation, attachment, recording, vesting or perfection of the rights of the Senior Lender in the Senior Mortgage and of the Subordinate Lender in the Subordinate Mortgage.

(d) The Subordinate Lender shall furnish the Senior Lender, upon Senior Lender's request from time to time, a statement of the accounts between the Subordinate Lender and the Borrower representing the Subordinate Loan.

(e) The Subordinate Lender agrees that it will not make any assertion, claim or argument in any action, suit or proceeding of any nature whatsoever in any way challenging the priority, validity or effectiveness of the lien and security interest granted to the Senior Lender.

2. Payments to Subordinate Lender. Notwithstanding any other provision of this Agreement, the Borrower shall be entitled to pay and the Subordinate Lender shall be entitled to receive, so long as no Event of Default has occurred under the Senior Loan Documents or would result from such payment, only all scheduled payments of principal and interest under the Subordinate Debt, and only when due. No payments of default interest thereon or costs and expenses shall be permitted or made without the Senior Lender's prior written consent. After the occurrence of an Event of Default under the Senior Loan Documents and receipt by the Subordinate Lender of written notice thereof from the Senior Lender to the Subordinate Lender, the Borrower shall not make, and the Subordinate Lender shall not receive, any direct or indirect payments of principal, interest, fees or expenses under the Subordinate Debt until the Senior Obligations are paid in full.

3. Receipt of Payments by Subordinate Lender. Should the Subordinate Lender directly or indirectly receive any payment or distribution not permitted by the provisions of this Agreement or any collateral under the Subordinate Loan Documents ("Collateral") or proceeds thereof, prior to the full and indefeasible payment and satisfaction of the Senior Obligations and the termination of all financing arrangements between the Senior Lender and the Borrower, the Subordinate Lender will deliver the same to the Senior Lender in the form received (except for the endorsement or assignment of the Subordinate Lender where necessary), for application to the Senior Obligations in such order and manner as the Senior Lender may elect. Until so delivered, the Subordinate Lender shall hold the same, in trust, for the Senior Lender as property of the Senior Lender, and shall not commingle such property of the Senior Lender with any other property held by the Subordinate Lender. In the event the Subordinate Lender fails to make any such endorsement or assignment, the Senior Lender, or any of its officers or employees on behalf of the Senior Lender, is hereby irrevocably authorized in its own name or in the name of the Subordinate Lender to make such endorsement or assignment and is hereby irrevocably appointed as the Subordinate Lender's attorney-in-fact for those purposes.

4. Standby Limitation. Notwithstanding any breach or default by the Borrower under the Subordinate Loan Documents, the Subordinate Lender shall not at any time or in any manner: (a) foreclose upon, take possession of, or attempt to realize on any Collateral, or proceed

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in any way to enforce any claims it has or may have against the Borrower under the Subordinate Debt or otherwise, (b) contest, protest or object to any action taken by Senior Lender under the Senior Loan Documents or otherwise, or (c) commence, or join in the commencement of, or otherwise cause, invoke or solicit the commencement of any case or proceeding commenced by or against the Borrower under Title 11 of the United States Code and rules and regulations promulgated thereunder or any other insolvency, liquidation, reorganization, application or marshaling of assets or appointment of a trustee or receiver for the benefit of creditors, or other similar proceeding concerning Borrower, unless and until the Senior Obligations have been fully and indefeasibly paid and satisfied in full or with the written consent of Senior Lender.

5. Senior Lender's Rights. (a) The Subordinate Lender hereby consents that at any time and from time to time, without further consent of or notice to the Subordinate Lender and without in any manner affecting, impairing, lessening or releasing any of the provisions of this Agreement, the Senior Lender may, in its sole discretion: (i) renew, compromise, extend, expand, postpone, waive, accelerate, terminate, change the payment terms of, or otherwise modify the Senior Obligations or amend, renew, replace or terminate the Senior Loan Documents or any and all other agreements now or hereafter related to the Senior Obligations; (ii) extend credit to the Borrower in whatever amount on a secured or unsecured basis or take other support for the Senior Obligations and exchange, enforce, waive, sell, transfer, collect, adjust or release any such security or other support or any part thereof; (iii) apply any and all payments or proceeds of such security or other support and in any order or manner as the Senior Lender, in its discretion, may determine; and (iv) release or substitute any party liable on the Senior Obligations, any guarantor of the Senior Obligations, or any other party providing support for the Senior Obligations. **Notwithstanding any other provision hereunder or in the Subordinate Loan Documents to the contrary, and for the sake of clarity, Subordinate lender hereby consents to any agreement of Senior Lender to permit the extension of the maturity or payment date of the Loan and the Note on any terms for any period through and including two years from the date hereof and it shall not be necessary for Senior Lender to seek or obtain the consent of Subordinate Lender at the time of any such extension, and in such event the provisions of this Agreement shall continue in full force and effect.**

(b) This Agreement will not be affected, impaired or released by any delay or failure of the Senior Lender to exercise any of its rights and remedies against the Borrower or any guarantor or under any of the Senior Obligations or against any Collateral, by any failure of the Senior Lender to take steps to perfect or maintain its lien on, or to preserve any rights to, any Collateral by any irregularity, unenforceability or invalidity of any of the Senior Obligations or any part thereof or any security or guarantee therefor, or by any other event or circumstance which otherwise might constitute a defense available to, or a discharge of, the Borrower or a Subordinate Lender. The Subordinate Lender hereby waives demand, presentment for performance, protest, notice of dishonor and of protest with respect to the Subordinate Debt and the Collateral, notice of acceptance of this Agreement, notice of the making of any of the Senior Obligations and notice of default under any of the Senior Obligations.

(c) Nothing in this Agreement will obligate the Senior Lender to grant credit to, or continue financing arrangements with, the Borrower.

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6. Notice and Right to Cure. (a) Senior Lender agrees that, upon Senior Lender's obtaining notice of any default of Borrower under the Senior Loan Documents, Senior Lender shall give Subordinate Lender notice thereof by personal delivery or by certified mail, return receipt requested, at the notice address for each such party, which notice shall be deemed effective upon receipt. Subordinate Lender shall have thirty (30) days after receipt of the notice of Borrower's default (the "**Cure Period**") to cure such default on behalf of Borrower; provided, if the Borrower's default is not cured within the Cure Period, said period may be extended by Subordinate Lender for an additional thirty (30) day period so long as (i) Subordinate Lender has taken substantive action to cure the default within the initial Cure Period, and (ii) Subordinate Lender notifies Senior Lender in writing of the action taken thus far to cure the default and its need for the extension of the Cure Period. Senior Lender shall accept cure by Subordinate Lender of such default as if such cure was made by Borrower, provided such cure is effected within the Cure Period.

(b) The Subordinate Lender shall copy Senior Lender by personal delivery or by certified mail, return receipt requested, at the address set forth below its signature on all written notices sent to the Borrower with respect to any default, event of default or exercise of remedies by Subordinate Lender and send such notices at the same time and in the same manner delivered to Borrower.

7. Dealings Among Parties

7.1 Neither the Senior Lender nor the Subordinate Lender has made any representations to the other party about Borrower's creditworthiness or the Property or the Project, nor is any party relying on the underwriting or due diligence investigation of the other party in entering this Agreement.

8. Notices. Any notices given to any party hereunder shall be given via overnight courier or messenger service, registered mail, return receipt requested, personal service, or facsimile transmission (followed by telephone confirmation of receipt or any of the other permitted methods of giving notice) to the parties at the addresses set forth below:

Cook County Land Bank Authority
69 West Washington Street, Suite 2938
Chicago, Illinois 60602
Attention: Robert Rose, Executive Director

Endeleo- E & S Development, LLC-80
15714 Dante Drive
South Holland, Illinois 60473
Attention: Kyle D. Garner, Manager

MJL Funding, LLC
945 Fountain View Drive
Deerfield, Illinois 60015
Attention: Matthew R. Lewin

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9. Other Provisions.

9.1 This Agreement constitutes the entire agreement between the parties, and shall supersede and cancel any prior agreements regarding the matters covered hereby. The parties to this Agreement each acknowledge that the Recitals in this Agreement are true and accurate and are hereby incorporated in, and made a part of, this Agreement.

9.2 If any provision of this Agreement is invalid, illegal, or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if the invalid provision had not been included.

9.3 This Agreement inures to the benefit of and is binding upon the parties hereto and their respective heirs, successors and assigns.

9.4 This Agreement is construed by and governed in accordance with the laws of the State of Illinois without regard to the principles of conflict of laws.

9.5 The parties hereto agree that each will execute, acknowledge and deliver in recordable form and upon demand of the other, any other instruments or agreements reasonably required in order to carry out the provisions of this Agreement or to effectuate the intent and purposes hereof.

9.6 The parties hereto do not intend the benefits of this Agreement to inure to any other person. This Agreement may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of any change is sought.

9.7 The parties to this Agreement each acknowledge (and waive any defense based on a claim) that monetary damages are not an adequate remedy to redress a breach by any other hereunder and that a breach by any party hereunder would cause irreparable harm to the other. Accordingly, each of the undersigned agree that upon a breach of this Agreement by any of the other parties, the remedies of injunction, declaratory judgment and specific performance shall be available to such nonbreaching party or parties.

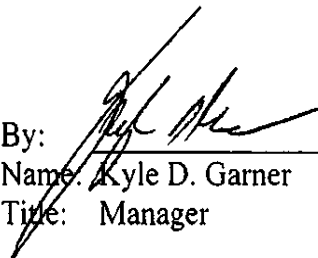
9.8 This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument. If counterpart originals are deposited into escrow for recording, the escrow agent may insert and substitute signature and notary pages, as needed, to create a single recordable original agreement, which shall be delivered to the Borrower after recording.

(SIGNATURE PAGES FOLLOW)

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IN WITNESS WHEREOF, the parties have executed this Agreement as on the date first written above.

ENDELEO- E & S DEVELOPMENT, LLC-80
an Illinois limited liability company

By: 
Name: Kyle D. Garner
Title: Manager

Property of Cook County Clerk's Office

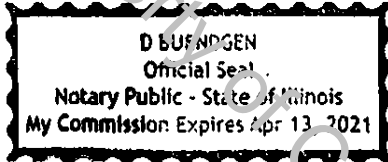
Subordination and Intercreditor Agreement
Endeleo- E & S Development, LLC-80, LLC

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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 Kyle D. Garner, the Manager of Endeleo- E & S Development, LLC-80, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 set forth.

GIVEN under my hand and notarial seal this 13 day of September, 2019.



[Signature]
Notary Public

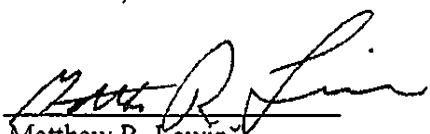
My Commission Expires:
4/13/21

Subordination and Intercreditor Agreement
Endeleo- E & S Development, LLC-80, LLC

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IN WITNESS WHEREOF, the parties have executed this Agreement as on the date first written above.

MJL FUNDING, LLC

By: 
Name: Matthew R. Lewin
Title: Manager

Property of Cook County Clerk's Office

Subordination and Intercreditor Agreement
Endeleo- E & S Development, LLC-80, LLC

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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 Matthew R. Lewin, a Manager of MJL Funding, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

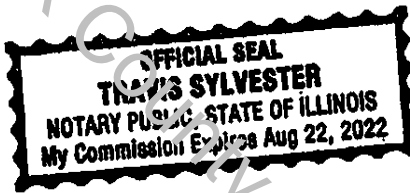
GIVEN under my hand and notarial seal this 11 day of September, 2019.



Notary Public

My Commission Expires:

08/22/2022



Subordination and Intercreditor Agreement
Endeleo- E & S Development, LLC-80, LLC

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IN WITNESS WHEREOF, the parties have executed this Agreement as on the date first written above.

COOK COUNTY LAND BANK AUTHORITY, a body corporate and politic

By: 

Name: Robert Rose

Its: Executive Director

Property of Cook County Clerk's Office

Subordination and Intercreditor Agreement
Endeleo- E & S Development, LLC-80, LLC

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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 Robert Rose, Executive Director of the Cook County Land Bank Authority, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Director, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12~~th~~ day of September, 2019.

Maria Bandish
Notary Public

My Commission Expires:

2/9/20



At Stephen S. Hernandez, as Atty in Fact, with Power of Atty for

Subordination and Intercreditor Agreement
Endeleo- E & S Development, LLC-80, LLC

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EXHIBIT A

LEGAL DESCRIPTION

THE SOUTH ½ OF LOT 37 IN LILLYDALE HIGHLANDS, A SUBDIVISION OF THE WEST 7 ½ ACRES OF THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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Address of Real Estate: 9557 South LaSalle Street, Chicago, Illinois 60628