SUIDEDINATION AGREEMENT

1400

WHEREAS, THOMAS C. SPACENER AND JOANNE SPACENER, HIS WIFE (hereinafter, together with its successors and assigns, called "Borrower"), is now indebted to the undersigned in the amount of

-			_						
Five	thousand	four	hundred	forty-six	dollars	and 61	/100 Dollars (S	5,446.61)

and may from time to time hereafter become indebted to the undersigned in further amounts, and Borrower has requested, and may from

time to time hereafter request.

HORIZON FEDERAL SAVINGS BANK

(hereinafter, together with its successors and assigns, called "Bank") to make or agree to make loans, advances or other financial accommodations to Borrower;

NOW THEREFORE, to induce the Bank, from time to time, at its option, to make or agree to make loans, advances or other financial accommodations (including, without limitation, renewals or extensions of any loans or advances heretofore or hereafter made) to Borrower, and for other valuable consideration, receipt whereof is hereby acknowledged, the undersigned agrees as follows:

- 1. All obligations of Borrower, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent or now or hereafter existing, or due or to become due, are hereinafter called "Liabilities". All Liabilities to the Bank (other than any arising solely by reason of any pledge or assignment made to the Bank pursuant to paragraph 2(c) hereof) are hereinafter called "Senior Liabilities"; and all Liabilities to the undersigned (including any that may be pledged or assigned to the Bank pursuant to paragraph 2(c) hereof) are hereinafter called "Junior Liabilities"; it being expressly understood and agrood that the term "Senior Liabilities", as used herein, shall include, without limitation, any and all interest accruing on any of the Senior Liabilities after the commencement of any proceedings referred to in paragraph 4 hereof, notwithstanding any provision or rule of iaw which might restrict the rights of the Bank, as against Borrower or anyone else, to collect such interest.
- 2. The undersigned will from time to time, (a) promptly notify the Bank of the creation of any Junior Liabilities and of the issuance of any promissory note or other increment to evidence any Junior Liabilities, (b) upon request by the Bank, cause any Junior Liabilities which are not evidenced by a promissory note or other instrument of Borrower to be so evidenced, and (c) upon request by the Bank, and as collateral security for all Senior Liabilities, endorse without recourse, deliver and pledge to the Bank any or all promissory notes or other instruments evidencing Junior Liabilities, and otherwise assign to the Bank any or all Junior Liabilities and any or all security therefor and guaranties thereof, all in a manner satisfactory to the Bank.
- 3. Except as hereinafter in this Agreement expressly otherwise provided or as the Bank may hereafter otherwise expressly consent in writing, the payment of all Junior Liabilities shall be postponed and subordinated to the payment in full of all Senior Liabilities, and no payments or other distributions whatsoever in respect of any Junior Liabilities shall be made nor shall any property or assets of Borrower be applied to the purchase or other acquisition or retirement of any Junior Liabilities; provided, however, that, until such time as the Bank shall have notified the undersigned and Borrower to the contrary or Borrower shall have defaulted in the payment when due, whether by acceleration or otherwise, of any amount payable in respect of the School Liabilities, there are excepted from the terms of the foregoing provisions of this paragraph 3 those payments to the undersigned by Borrower, if any, that are listed as exceptions on Schedule A hereto, which appears on the reverse hereof.
- 4. In the event of any dissolution, winding up, liquidation, read usement, reorganization or other similar proceedings relating to Borrower or to its creditors, as such, or to its property (whether voluntary and assolutiary, partial or complete, and whether in bankruptcy, insolvency or receivership, or upon an assignment for the benefit of creditors, of the same Liabilities shall first be paid in full before the undersigned shall be entitled to receive and to retain any payment or distribution in respect of the Junior Liabilities, and, in order to implement the foregoing, (a) all payments and distributions of any kind or character in respect of the Junior Liabilities to which the undersigned would be entitled if the Junior Liabilities were not subordinated, or subordinated and pledged or assigned, pursuant to this Agreement shall be made directly to the Bank, (b) the undersigned shall promptly file a claim or claims, in the form required in such proceedings, for the full outstanding amount of the Junior Liabilities, and shall cause said claim or claims to be approved an analypayments and other distributions in respect thereof to be made directly to the Bank, and (c) the undersigned hereby irrevocably agrees that the Bank may, at its sole discretion, in the name of the undersigned or otherwise, demand, sue for, collect, receive and receipt for any and all such payments or distributions, and file, prove, and vote or consent in any such proceedings with respect to, any and all claims of the undersigned relating to the Junior Liabilities.
- 5. In the event that the undersigned receives any payment or other distribution of any kind or character from Borrower or from any other source whatsoever in respect of any of the Junior Liabilities, other than as expressly permitted by the terms of this Agreement, such payment of other distribution shall be received in trust for the Bank and promptly turned over by the undersigned to the Bank. The undersigned will mark its books and records, and cause Borrower to mark its books and records, so as to clearly indicate that the Junior Liabilities are subordinated in accordance with the terms of this Agreement, and will cause to be clearly inserted in any promision note or other instrument which at any time evidences any of the Junior Liabilities a statement to the effect that the payment thereof is a cordance with the terms of this Agreement. The undersigned will execute such further documents or instruments and take such further action as the Bank may reasonably from time to time request to carry out the intent of this Agreement.
- 6. All payments and distributions received by the Bank in respect of the Junior Liabilities, to the extent received in or converted into cash, may be applied by the Bank first to the payment of any and all expenses (including attorneys) fees and legal expenses) paid or incurred by the Bank in enforcing this Agreement or in endeavoring to collect or realize upon any of the Junior Liabilities or any security therefor, and any balance thereof shall, solely as between the undersigned and the Bank, be applied by the Bank, in such order of application as the Bank may from time to time select, toward the payment of the Senior Liabilities remaining unpaid; but, as between Borrower and its creditors, no such payments or distributions of any kind or character shall be deemed to be payments or distributions in respect of the Senior Liabilities; and, notwithstanding any such payments or distributions received by the Bank in respect of the Junior Liabilities and so applied by the Bank toward the payment of the Senior Liabilities, the undersigned shall be subrogated to the then existing rights of the Bank, if any, in respect of the Senior Liabilities only at such time as this Agreement shall have been discontinued and the Bank shall have received payment of the full amount of the Senior Liabilities, as provided for in paragraph 9 hereot.
- 7. The undersigned hereby waives: (a) notice of acceptance by the Bank of this Agreement; (b) notice of the existence or creation or non-payment of all or any of the Senior Liabilities; and (c) all difference in collection or protection of or realization upon the Senior Liabilities or any thereof or any security therefor.
- 8. The undersigned will not without the prior written consent of the Bank: (a) cancel, waive, forgive, transfer or assign, or attempt to enforce or collect, or subordinate to any Liabilities other than the Senior Liabilities, any Junior Liabilities or any rights in respect thereof; (b) take any collateral security for any Junior Liabilities; (c) convert any Junior Liabilities into stock of Borrower; or (d) commence, or join with any other creditor in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to Borrower.

- 10. The Bank may, from time to time, whether before or after any discontinuance of this Agreement, at its sole discretion and without notice to the undersigned, take any or all of the following actions: (a) retain or obtain a security interest in any property to secure any of the Senior Liabilities. (b) retain or obtain the primary or secondary obligation of any other obligor or obligors with respect to any of the Senior Liabilities, (c) extend or renew for one or more periods (whether or not longer than the original period), alter or exchange any of the Senior Liabilities, or release or compromise any obligation of any nature of any obligor with respect to any of the Senior Liabilities, and (d) release its security interest in, or surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the Senior Liabilities, or extend or renew for one or more periods (whether or not longer than the original period) or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property.
- 11. The Bank may, from time to time, whether before or after any discontinuance of this Agreement, without notice to the undersigned, assign or transfer may or all of the Senior Liabilities or any interest therein; and, notwithstanding any such assignment or transfer or any subsequent assignment or, transfer thereof, such Senior Liabilities shall be and remain Senior Liabilities for the purposes of this Agreement, and every immediate and successive assignee or transferce of any of the Senior Liabilities or of any interest therein shall, to the extent of the interest of such assignee or transferce in the Senior Liabilities, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferce were the Pank; provided, however, that, unless the Bank shall otherwise consent in writing, the Bank shall have an unimpaired right, prior and supersor to that of any such assignee or transferce, to enforce this Agreement, for the benefit of the Bank, as to those of the Senior Liabilities with the Bank has not assigned or transferred.
- 12. The Bank shall not be prejudited in its rights under this Agreement by any act or failure to act of Borrower or the undersigned, or any noncompliance of Borrower or the undersigned with any agreement or obligation, regardless of any knowledge thereof which the Bank may have or with which the Bank may be charged: and no action of the Bank permitted hereunder shall in any way affect or impair the rights of the Bank and the obligations of the undersigned under this Agreement.
- 13. No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall precipile other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of his Agreement be binding upon the Bank except as expressly set forth in a writing duly signed and delivered on behalf of the Bank. For the purposes of this Agreement, Senior Liabilities shall include all obligations of Borrower to the Bank, notwithstanding any right or power of Borrower or anyone else to assert any claim or defense as to the invalidity or unenforceability of any such obligation, and no such claim or defense shall affect on impair the agreements and obligations of the undersigned hereunder.
- 14. This Agreement shall be binding upon the undersigned and upon the heirs, legal representatives, successors and assigns of the undersigned; and, to the extent that Borrower or the undersigned is either a partnership or a corporation, all references herein to Borrower and to the undersigned, respectively, shall be deemed to include any successors, whether immediate or remote, to such partnership or corporation. If more than one party shall execute this Agreement, the term "undersigned" as used herein shall mean all parties executing this Agreement and each of them, and all such parties shall be jointly raid severally obligated hereunder.

IN WITNESS WHEREOF, this Agreement has been made and delivered this date | Firch 10 | 1986 |

COMMERCIAL NATION BANK OF CHICAGO

BY Larry E. Norris Asst. Vice President

ATTEST: Ety Controls on Explession Expl

The undersigned Borrower hereby acknowledges receipt of a copy of the foregoing Sociolanian Reference in the Sank and agrees to be bound by the terms and provisions thereof, to make no payments or distritution is countrary to the terms and provisions thereof, and to do every other act and thing necessary or appropriate to carry out such terms and provisions. In the event of any violation of any of the terms and provisions of the foregoing Subordination Agreement, then, at the election of the Bank, any and all obligations of the undersigned Borrower to the Bank shall forthwith become due and payable and any and all agreements of the Bank to make loans, advances or other financial accommodations to the undersigned Borrower shall forthwith terminate, notwithstanding any provisions thereof to the contrary.

*See paragraph 3 (if none, insert "NONE")

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WHEREAS THOYA	S C SPACHNER AND JOANNE SPACHNER, HIS WIFE	(hereinalter.						
together with its successors an	nd assiens, called "Borrower"), is now indebted to the undersigned in the	amount of						
Five thousand fou	r hundred forty-six dollars and Dollars (5 5,446.61-							
	er become indebted to the undersigned in further amounts, and Borrower has requested,							
time to time hereafter request.	HORIZON FEDERAL SAVINGS BANK							
	ssors and assigns, called "Bank") to make or agree to make loans, advances or other fin	ancial accom-						

NOW THEREFORE, to induce the Bank, from time to time, at its option, to make or agree to make loans, advances or other financial accommodations (including, without limitation, renewals or extensions of any loans or advances heretofore or hereafter made) to Borrower, and for other valuable consideration, receipt whereof is hereby acknowledged, the undersigned agrees as follows:

- I. All obligations of Borrower, howsever created, arting or evidenced, whether direct or indirect, absolute or contingent or now or hereafter existing, or due or to become due, are hereinafter called "Liabilities". All Liabilities to the Bank (other than any arising solely by reason of any pledge or assignment made to the Bank pursuant to paragraph 2(c) hereof) are hereinafter called "Senior Liabilities"; and all Liabilities to the undersigned (including any that may be pledged or assigned to the Bank pursuant to paragraph 2(c) hereof) are hereinafter called "Junior Liabilities"; it being expressly understood and agreed that the term "Senior Liabilities", as used herein, shall include, without limitation, any and (Alm crest accruing on any of the Senior Liabilities after the commencement of any proceedings referred to in paragraph 4 hereof, notwithstanding my provision or rule of law which might restrict the rights of the Bank, as against Borrower or anyone else, to collect such interest.
- 2. The undersigned will, I om time to time, (a) promptly notify the Bank of the creation of any Junior Liabilities and of the issuance of any promissory note or other intument to evidence any Junior Liabilities, (b) upon request by the Bank, cause any Junior Liabilities which are not evidenced by a promissory note or other instrument of Borrower to be so evidenced, and (c) upon request by the Bank, and as collateral security for all Senior Liabilities, endorse without recourse, deliver and pledge to the Bank any or all promissory notes or other instruments evidencing Junior Liabilities, and otherwise assign to the Bank any or all Junior Liabilities and any or all security therefor and guaranties thereof, all in a manner satisfactory to the Bank.
- 3. Except as hereinafter in this Agreement expressly otherwise provided or as the Bank may hereafter otherwise expressly consent in writing, the payment of all Junior Liabilities shall be justponed and subordinated to the payment in full of all Senior Liabilities, and no payments or other distributions whatsoever in respect of any Junior Liabilities shall be made nor shall any property or assets of Borrower be applied to the purchase or other acquisition or retirement of any Junior Liabilities; provided, however, that, until such time as the Bank shall have notified the undersigned and Borrower to the contrally or Forrower shall have defaulted in the payment when due, whether by acceleration or otherwise, of any amount payable in respect of the Serial Liabilities, there are excepted from the terms of the foregoing provisions of this paragraph 3 those payments to the undersigned by Borrower, if any, that are listed as exceptions on Schedule A hereto, which appears on the reverse hereof.
- 4. In the event of any dissolution, winding up, liquidation, rea fjultment, reorganization or other similar proceedings relating to Borrower or to its creditors, as such, or to its property (whether voluntary of involuntary, partial or complete, and whether in bankruptcy, insolvency or receivership, or upon an assignment for the benefit of creditors, of any other marshalling of the assets and liabilities of Borrower, or any sale of all or substantially all of the assets of Borrower, or otherwise), the senior Liabilities shall first be paid in full before the undersigned shall be entitled to receive and to retain any payment or distribution in respect of the Junior Liabilities, and, in order to implement the foregoing, (a) all payments and distributions of any kind or character in respect of the Junior Liabilities to which the undersigned would be entitled if the Junior Liabilities were not subordinated, or subordinated and pledged or assigned, pursuant to this Agreement shall be made directly to the Bank, (b) the undersigned shall promptly file a claim or claims, in the form ordered in such proceedings, for the full outstanding amount of the Junior Liabilities, and shall cause said claim or claims to be approved a to all payments and other distributions in respect thereof to be made directly to the Bank, and (c) the undersigned hereby irrevocably agrees that the Bank may, at its sole discretion, in the name of the undersigned or otherwise, demand, sue for, collect, receive and receipt for any and all claims of the undersigned relating to the Junior Liabilities.
- 5. In the event that the undersigned receives any payment or other distribution of any kind or character from Borrower or from any other source whatsoever in respect of any of the Junior Liabilities, other than as expressly permitted by the rems of this Agreement, such payment of other distribution shall be received in trust for the Bank and promptly turned over by the undersigned to the Bank. The undersigned will mark its books and records, and cause Borrower to mark its books and records, so as to clearly indicate that the Junior Liabilities are subordinated in accordance with the terms of this Agreement, and will cause to be clearly inserted in any promits on the other instrument which at any time evidences any of the Junior Liabilities a statement to the effect that the payment thereof is subordinated in accordance with the terms of this Agreement. The undersigned will execute such further documents or instruments and take such further action as the Bank may reasonably from time to time request to carry out the intent of this Agreement.
- 6. All payments and distributions received by the Bank in respect of the Junior Liabilities, to the extent received in or converted into cash, may be applied by the Bank first to the payment of any and all expenses (including attorneys) fees and legal expenses) paid or incurred by the Bank in enforcing this Agreement or in endeavoring to collect or realize upon any of the Junior Liabilities or any security therefor, and any balance thereof shall, solely as between the undersigned and the Bank, be applied by the Bank, in such order of application as the Bank may from time to time select, toward the payment of the Senior Liabilities remaining unpaid; but, as between Borrower and its creditors, no such payments or distributions of any kind or character shall be deemed to be payments or distributions in respect of the Senior Liabilities; and, notwithstanding any such payments or distributions received by the Bank in respect of the Junior Liabilities and so applied by the Bank toward the payment of the Senior Liabilities, the undersigned shall be subrogated to the then existing rights of the Bank, if any, in respect of the Senior Liabilities only at such time as this Agreement shall have been discontinued and the Bank shall have received payment of the full amount of the Senior Liabilities, as provided for in paragraph 9 hereof.
- 7. The undersigned hereby waives: (a) notice of acceptance by the Bank of this Agreement; (b) notice of the existence or creation or non-payment of all or any of the Senior Liabilities; and (c) all difference in collection or protection of or realization upon the Senior Liabilities or any security therefor.
- 2. 8. The undersigned will not without the prior written consent of the Bank: (a) cancel, waive, forgive, transfer or assign, or attempt to enforce or collect, or subordinate to any Liabilities other than the Senior Liabilities, any Junior Liabilities or any rights in respect thereof; (b) take any collateral security for any Junior Liabilities; (c) convert any Junior Liabilities into stock of Borrower; or (d) commence, or join with any other creditor in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to Borrower.

modations to Borrower:

9. This Agreement shall in all respects be a control in agreement and shall remaining the foregoing, and any and all expenses paid or incurred by the Bank, any and all extensions or renewals of any of the foregoing, and any and all expenses paid or incurred by the Bank in endeavoring to collect or realize upon any of the foregoing or any security therefor; and all of the agreements and obligations of the undersigned hereunder with respect to any and all interest accruing on any of the foregoing, and any and all expenses paid or incurred by the Bank in endeavoring to collect or realize upon any of the foregoing any such notice of discontinuance, remain fully in effect until all such Senior Liabilities (including any extensions or renewals of any thereof and all such interest and expenses) shall have been paid in full.

10. The Bank may, from time to time, whether before or after any discontinuance of this Agreement, at its sole discretion and without notice to the undersigned, take any or all of the following actions: (a) retain or obtain a security interest in any property to secure any of the Senior Liabilities, (b) retain or obtain the primary or secondary obligation of any other obligor or obligors with respect to any of the Senior Liabilities, (c) extend or renew for one or more periods (whether or not longer than the original period), alter or exchange any of the Senior Liabilities, or release or compromise any obligation of any nature of any obligor with respect to any of the Senior Liabilities, and (d) release its security interest in, or surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the Senior Liabilities, or extend or renew for one or more periods (whether or not longer than the original period) or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property.

11. The Bank may, from time to time, whether before or after any discontinuance of this Agreement, without notice to the undersigned, assign or transfer any or all of the Senior Liabilities or any interest therein; and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Senior Liabilities shall be and remain Senior Liabilities for the purposes of this Agreement, and every immediate and successive assignee or transferee of any of the Senior Liabilities or of any interest therein shall, to the extent of the interest of such assignee or transferee in the Senior Liabilities, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferee were the Bank; provided, however, that, unless the Bank shall otherwise consent in writing, the Bank shall have an unimpaired right, prior and suffactor to that of any such assignee or transferee, to enforce this Agreement, for the benefit of the Bank, as to those of the Senior Liabilities whell the Bank has not assigned or transferred.

12. The Bank shall not be projudiced in its rights under this Agreement by any act or failure to act of Borrower or the undersigned, or any noncompliance of Borrower or the undersigned with any agreement or obligation, regardless of any knowledge thereof which the Bank may have or with which the Bank may be that ged; and no action of the Bank permitted hereunder shall in any way affect or impair the rights of the Bank and the obligations of the underlighted under this Agreement.

13. No delay on the part of the Bank in the exer ise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall produce other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon the Bank except as expressly set forth in a writing duly signed and delivered on behalf of the Bank. For the purp ose of this Agreement, Senior Liabilities shall include all obligations of Borrower to the Bank, notwithstanding any right or power of Borrower of anyone else to assert any claim or defense as to the invalidity or unenforceability of any such obligation, and no such claim or defense shall affer or impair the agreements and obligations of the undersigned hereunder.

14. This Agreement shall be binding upon the undersigned and upon the heirs, legal representatives, successors and assigns of the undersigned; and, to the extent that Borrower or the undersigned is either a partnership or a corporation, all references herein to Borrower and to the undersigned, respectively, shall be deemed to include any successors, whether immediate or remote, to such partnership or corporation. If more than one party shall execute this Agreement, the term "undersigned" as used herein shall mean all parties executing this Agreement and each of them, and all such parties shall be jointly and severally obligated hereunder.

IN WITNESS WHEREOF, this Agreement has been made and deliv	vered this date <u>Parch 10</u> , 1986
<u>Q</u>	OMMERCIAL NATIONAL BANK OF CHICAGO
ъ	<u>, </u>
A.	TTEST:

The undersigned Borrower hereby acknowledges receipt of a copy of the foregoing Subordination Agreement, waives notice of acceptance thereof by the Bank, and agrees to be bound by the terms and provisions thereof, to make no payments or distributions countrary to the terms and provisions thereof, and to do every other act and thing necessary or appropriate to carry out such terms and provisions. In the event of any violation of any of the terms and provisions of the foregoing Subordination Agreement, then, at the election of the Bank, any and all obligations of the undersigned Borrower to the Bank shall forthwith become due and payable and any and all agreements of the Bank to make loans, advances or other financial accommodations to the undersigned Borrower shall forthwith terminate, notwithstanding any provisions thereof to the contrary.

Dated: 3/11/86	
SUBSCRIBED AND SWORN TO BEFORE ME THIS 11th DAY OF MARCH, 1986	By: Thomas Spection
- Smen D William	ATTEST: Opanne Spackner
- N 10100	O

SCHEDULE A

EXCEPTIONS:

NONE

*See paragraph 3 (if none, insert "NONE")

86103136

UNOFFICIAL COPY

LEGAL DESCRIPTION

22 and 2 ace Subdiv. France idian, in Cook

23
9-35-327-023
1020 Deven, Park Ridge, Illinois and the South 1/2 of the vacated alley lying North & adjoining

MAIL: Horizon Federal Savings Bank Attn: Demerette Kee 1131 Chicago Avenue Evanston, Illinois 60202

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Property of Coot County Clert's Office

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