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Sheraton O'Hare
Focus Loan No. 84-15-C-30
6/24/86-3

SUBORDINATION AGREEMENT

\$18.00

THIS SUBORDINATION AGREEMENT (the "Agreement") is made and entered into on the 21st day of July, 1986, among FOCUS REAL ESTATE FINANCE CO., a Delaware corporation ("Focus"), ROBERTS-O'HARE, LTD., a California limited partnership and ROBERTS HOTEL MANAGEMENT CORP., a California corporation (collectively, "Roberts"), and LASALLE NATIONAL BANK, a national banking association, not personally but solely as trustee under a trust agreement dated November 28, 1984 and known as trust number 109206, GREATER CAPITAL CORPORATION, a California corporation, STEVEN J. COHN, ETHEL L. COHN, MARK F. COHN and ALEXIS LEWIN (collectively, "Borrower").

RECITALS:

A. Focus is making a mortgage loan in the principal amount of \$2,000,000 (the "Loan") to Borrower, which shall be secured in part by a mortgage of certain real estate and improvements located at 6810 N. Mannheim Road, Rosemont, Illinois, as legally described in Exhibit A attached hereto and by reference incorporated herein (the "Premises");

B. The Premises also are encumbered by a Trust Deed and Security Agreement dated May 30, 1985 and recorded with the Cook County Recorder of Deeds on May 31, 1985 as document 85-041099 ("Prior Mortgage") made by Borrower in favor of Chicago Title and Trust Company, as Trustee, the Beneficiary of which Prior Mortgage is Sheraton-Blackstone Corporation, a Delaware corporation ("Prior Mortgagee") to secure a loan from Prior Mortgagee to Borrower in the original principal amount of \$2,500,000 ("Prior Loan");

C. The Premises also are encumbered by a Mortgage and Security Agreement dated as of January 15, 1986 and recorded with the Cook County Recorder of Deeds on January 15, 1986 as document 86020225 ("Subordinate Mortgage") made by Mountain View Partnership, a California general partnership and Borrower. The Subordinate Mortgage secures a certain promissory note dated January 15, 1986 in favor of Roberts in the original principal amount of \$1,000,000.00 (the "Roberts Note") (the Roberts Note and Roberts Mortgage, together with all amendments thereto and modifications thereof being collectively referred to as the Roberts Loan Documents");

D. The Loan from Focus to Borrower shall be evidenced by a certain Promissory Note dated July 21, 1986 in the principal amount of \$2,000,000.00 (the "Focus Note"). The Focus Note shall be secured by, among certain other items of collateral, a certain Junior Mortgage, Security Agreement and Financing Statement to be executed by Borrower granting Focus a lien on the Premises and a security interest on all personal property and fixtures, now owned or hereafter acquired, relating to the Premises (the "Focus Mortgage") (the Focus Note and the Focus Mortgage, together with

THIS INSTRUMENT PREPARED BY
AND UPON RECORDING, RETURN TO:

Barbara S. Miller
Schwartz & Freeman
Suite 3400
401 North Michigan Avenue
Chicago, Illinois 60611

PERMANENT REAL ESTATE INDEX
NUMBERS:

09-32-203-005-0000
09-32-206-017-0000
09-32-212-015-0000

Common address of property:
6810 N. Mannheim Road
Rosemont, Illinois

86315018

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all amendments thereto and modifications thereof, being collectively referred to hereinafter as the "Focus Loan Documents"). The principal balance of the Focus Note shall bear interest at the rate of three percent (3%) per annum in excess of the announced prime lending rate of the First National Bank of Chicago, but never less than twelve percent (12%) per annum, changing from time to time as the announced prime lending rate shall change and, after the occurrence of a default or event of default under the Focus Loan Documents, at the rate of five percent (5%) per annum in excess of the announced prime lending rate of the First National Bank of Chicago. The principal balance of the Focus Note is due on July __, 1987, unless one or more of the four (4) twelve (12) month extension options is exercised by Borrower:

D. The Loan and all of the indebtedness, liabilities and obligations of Borrower to Focus evidenced and/or secured by the Focus Loan Documents, including, but not limited to: (i) the payment of any and all monies, including, but not limited to, the payment, when due or declared due in accordance with the terms of the Focus Note, of the principal sum of the Focus Note, together with all interest, now and/or hereafter owed or to become owing by Borrower to Focus under and/or pursuant to the terms and provisions of the Focus Note; (ii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtednesses (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Borrower to Focus under and/or pursuant to the terms and provisions of the Focus Note and the Focus Mortgage; (iii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtednesses (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Borrower to Focus in connection with the Focus Loan Documents; and (iv) the costs, charges, expenses, attorneys' and paralegals' fees, and any and all other expenditures by Focus in connection with foreclosure proceedings or other court proceedings instituted upon or in connection with the Focus Loan Documents are hereinafter collectively referred to as the "Focus Obligations", and the indebtedness, obligations and liabilities evidenced and/or secured by the Roberts Loan Documents are hereinafter collectively referred to as the "Subordinated Obligations";

E. As a condition precedent to the advancing of the proceeds of the Loan, Focus has required and Borrower has agreed that the lien of the Focus Mortgage shall be senior and prior to the lien of the Roberts Mortgage;

F. Focus and Roberts desire to establish the relative rights and priorities with respect to the Roberts Mortgage and the Focus Mortgage; and

G. These recitals constitute a part of this Agreement;

NOW, THEREFORE, in consideration of the recitals, in order to induce Borrower and Focus to consummate the transactions contemplated by the Focus Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Priority of Liens. Notwithstanding the date, manner or order of execution or recording of the liens evidenced by the Focus Loan Documents or the Roberts Loan Documents, and notwithstanding any provisions of applicable law to the contrary, the lien created by the Focus Mortgage, to the extent of the Focus

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Obligations, shall be senior and prior to the lien created by the Roberts Mortgage. Roberts' rights to and interests in the Premises, including but not limited to, Roberts' rights to and interest in insurance policies (except Roberts' mortgagee title insurance policy), condemnation proceeds, and income generated by the Premises, are expressly subject and subordinate to the interest of Focus. Focus agrees that, except as it may be deemed necessary by Focus, after the occurrence or the existence of a default or event of default under the Focus Loan Documents, to expend funds to preserve or protect the senior lien evidenced by the Focus Mortgage, including, without limitation, payments on account of the Prior Loan, and to administer, preserve or protect the Focus Collateral, Focus shall not make any further advances or exceed any further or additional credit secured by the Premises unless an authorized officer of Roberts has given prior written consent thereto within twenty (20) days from receipt by Roberts of notice from Focus.

2. Notice and Cure. Focus agrees to furnish Roberts with written notice of any default by Borrower under the Focus Loan Documents. Roberts shall have ten (10) days in which to cure a monetary default and thirty (30) days in which to cure a nonmonetary default, after which time Focus may pursue any or all of its rights and remedies under the Focus Mortgage.

3. Successors and Assigns. The terms Focus, Roberts and Borrower as used herein shall include their respective successors, successors-in-title and assigns.

~~4. Subrogation. Until the Focus Obligations are paid or otherwise satisfied in full, Roberts shall have no right of subrogation with respect thereto.~~

5. Conflict. In the event of any conflict between any term, covenant or condition of this Agreement and any term, covenant or condition of any of the Roberts Loan Documents or the Focus Loan Documents, the provisions of this Agreement shall control and govern.

6. Notices. Any notices required or permitted to be given hereunder shall be validly given if set forth in writing and when delivered by hand against receipt, or when mailed, by registered or certified mail, return receipt requested, postage prepaid, or by a nationwide overnight commercial courier service, addressed to the parties hereto at their respective addresses as set forth below:

If to Focus: Focus Real Estate Finance Co.
200 W. Madison Street
Suite 3000
Chicago, Illinois 60606
Attention: Alan Benjamin Miller

- with a courtesy copy to -

Schwartz & Freeman
401 North Michigan Avenue
Suite 3400
Chicago, Illinois 60611
Attention: Fred L. Drucker

If to Roberts: David Roberts
c/o Unity Savings & Loan Assn.
8501 Wilshire Boulevard
Beverly Hills, CA 90211

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03/2018

- with a courtesy copy to -

Henry S. Stone, Esq.
Stone & Bender
815 Moraga Drive
Los Angeles, California 90049

If to Borrower:

LaSalle National Bank, as trustee
U/T/A dated 11/28/84 and known as
trust #109206
c/o Greater Capital Corporation
Burlingame Office Center
1633 Bayshore Highway-Suite 239
Burlingame, California 94010
Attn: Mark Cohn

- with a courtesy copy to -

Rudnick & Wolfe
30 N. LaSalle Street
Chicago, Illinois 60602
Attention: Richard Homer

Notices shall be deemed given 5 days after mailing if mailed, the same day if personally delivered and one business day after sending if a nationwide overnight courier service is used. Any party hereto may designate any other address to which its notices shall be sent duly given in the manner provided herein. Failure to send a courtesy copy shall not affect the validity of any notice given to a party hereunder.

7. Amendments. This Agreement may not be amended, modified or terminated orally, but may be amended, modified or terminated only by written instrument, signed by all parties hereto. No waiver of any term or revision of this Agreement shall be effective unless in writing, making specific reference to this Agreement and signed by the party against whom such waiver is sought to be enforced. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject hereto and their respective heirs, legal representatives, or successors and assigns, as applicable.

8. Termination. This Agreement shall terminate upon payment or other satisfaction in full of the Focus Obligations.

9. Counterparts. This Agreement may be executed in any number of counterparts, any one of which shall constitute the agreement between and among the parties.

10. Joinder of Borrower. The Borrower joins in the execution and delivery of this Agreement for the purpose of evidencing its consent and agreement to each and every provision hereof.

11. Senior Loan Unaffected. Nothing herein shall be construed as altering the priority of the Prior Mortgage or other rights of the Prior Mortgagee. The Prior Mortgage shall be and shall continue to be senior in priority to the Focus Mortgage and the Roberts Mortgage.

12. Trustee Exculpatory Clause. This Agreement is executed by LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and LaSalle National Bank hereby warrants that it possesses full power and authority to execute this Agreement), and it is expressly understood and

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agreed that nothing herein contained shall be construed as creating any liability on LaSalle National Bank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FOCUS:

FOCUS REAL ESTATE FINANCE CO., a Delaware corporation

ATTEST:

[Signature]
Its Secretary

By: [Signature]
Its: Vice President

ROBERTS:

ROBERTS-O'HARE, LTD., a California limited partnership

By: [Signature]
Its: GENERAL PARTNER

ATTEST:

[Signature]
Its Secretary

ROBERTS HOTEL MANAGEMENT CORP., a California corporation

By: [Signature]
Its: PRESIDENT

BORROWER:

LASALLE NATIONAL BANK, a national banking corporation, not individually but solely as trustee under a Trust Agreement dated November 28, 1984 and known as Trust Number 109206

ATTEST:

[Signature]
Its Secretary

By: [Signature]
Its: ASSISTANT VICE PRESIDENT

ATTEST:

[Signature]
Its: Secretary

GREATER CAPITAL CORPORATION, a California corporation

By: [Signature]
Its: Vice President

For itself and under Power of Attorney dated June 10, 1986 for Steven A. Cohn, Ethel L. Cohn, Mark F. Cohn and Alexis Lewin

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COOK COUNTY, ILLINOIS
CLERK FOR RECORD

1986 JUL 25 AM 10:44

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARY ANN DURAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JERRY L. FROST and JOEL S. KASANOV, personally known to me to be the Jr. V. President and Asst. Secretary, respectively, of Focus Real Estate Finance Co., an Illinois Delaware corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Jr. V. President and Asst. Secretary they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and of said corporation, for the uses and purposes therein set forth, and, the Asst. Secretary, as custodian of the corporate seal of said corporation, did affix the seal of said corporation to 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 24th day of July, 1986.

Mary Ann Duran
Notary Public
(SEAL)

My Commission Expires:

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

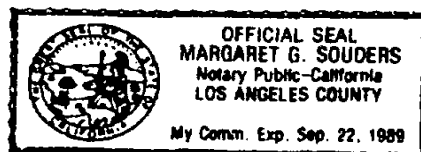
I, MARGARET G. SOUDERS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that DAVID ROBERTS and HARVEY D. ZELDEN, personally known to me to be the President and Secretary, respectively, of Roberts Hotel Management Corp., a California corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and of said corporation, for the uses and purposes therein set forth, and, the Secretary, as custodian of the corporate seal of said corporation, did affix the seal of said corporation to 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 24th day of JULY, 1986.

Margaret G. Souders
Notary Public
(SEAL)

My Commission Expires:

SEPTEMBER 22, 1989



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STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

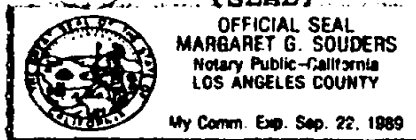
I, MARGARET G. SOUDERS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that DAVID ROBERTS, personally known to me to be the GENERAL PARTNER of Roberts-O'Hare Ltd., a California limited partnership, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument and executed the same as his free and voluntary act and as the free and voluntary act and deed of said agency, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of JULY, 1986

Margaret G. Souders
Notary Public

My Commission Expires:

SEPTEMBER 22, 1989



California
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)
Mateo

I, Dana L. Pierson, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Mark E. Conn, personally known to me to be the Vice President of GREATER CAPITAL CORPORATION, a California corporation and Terry Jones, personally known to me to be the Secretary of said corporation, whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered the said Instrument of writing as Vice President and Secretary of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of July, 1986.

Dana L. Pierson
Notary Public

My Commission Expires:

Feb. 27, 1989



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, APHRODITE PAPAJOEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James T. Clark and William H. [unclear], personally known to me to be the President and Secretary of LaSalle National Bank, national banking corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as trustee under Trust Agreement dated November 28, 1984 and known as Trust Number 109206, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said bank, did affix the seal of the said bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of July, 1986.

Aphrodite Papajoen
Notary Public

(SEAL)

My Commission Expires:
8-30-87

COOK County Clerk's Office

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4/11/2014

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LEGAL DESCRIPTION

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PARCEL 1:

THE SOUTH 1/4 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR MANNHEIM ROAD AND THAT PART CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT, NUMBER 16738863), (AND EXCEPT THAT PART TAKEN IN CASE NUMBER 64"L"21589), IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WEST LINE OF MANNHEIM ROAD AND NORTH OF THE NORTH LINE OF THE ILLINOIS TOLL HIGHWAY DRAWN FROM A POINT IN THE EAST LINE OF SAID SOUTH EAST 1/4, 315.2 FEET SOUTH OF THE EAST 1/4 CORNER OF SAID SECTION 32, TO A POINT IN THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTH EAST 1/4, 844.84 FEET MEASURED ON THE SAID NORTH LINE EAST OF THE NORTH WEST CORNER OF SAID EAST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 32, (EXCEPT THAT PART TAKEN IN CASE NUMBER 64"L"21263), IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 1 TO 4 IN BLOCK 2 IN OLIVER SALINGER AND COMPANY'S 1ST ADDITION TO GLEN ACRES, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

THAT PART OF THE SOUTH 1/2 OF MORSE AVENUE, VACATED BY DOCUMENT 26239728, LYING NORTH OF AND ADJOINING LOTS 3 AND 4 IN BLOCK 2 IN OLIVER SALINGER AND COMPANY'S 1ST ADDITION TO GLEN ACRES, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE
INDEX NUMBERS:

09-32-203-005-0000
09-32-206-017-0000
09-32-212-015-0000

Common Address of Property:

6810 N. Mannheim Road
Rosemont, Illinois

86315018

Exhibit A

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11/11/2011