

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

-88-474216

Sonnenschein Carlin Nath
& Rosenthal
8000 Sears Tower
Chicago, Illinois 60606
Attn: Mark C. Simon, Esq.

SUBORDINATION AGREEMENT

THIS AGREEMENT is executed as of June 30, 1988 by James P. Avgeris and Mel G. Helms (collectively, the "Subordinated Lender") for the benefit of Aetna Life Insurance Company, a Connecticut corporation ("Aetna").

RECITALS:

A. Aetna made a loan (the "Aetna Loan") to LaSalle National Bank, not personally but as Trustee under Trust Agreement dated August 22, 1985 and known as Trust No. 110224 ("Borrower") whose sole beneficiary is Barrington Pointe Partnership, an Illinois limited partnership ("Beneficiary"), in the amount of Sixteen Million Dollars (\$16,000,000) pursuant to the terms of a Mortgage Loan Application dated December 17, 1987 as amended by a Loan Commitment dated February 5, 1988 (the Loan Application and Commitment are hereinafter referred to as the "Aetna Loan Application"). The Aetna Loan is evidenced by a Mortgage Note dated as of April 13, 1988 in the principal sum of Sixteen Million Dollars (\$16,000,000) (the "Aetna Note") and secured by a Mortgage, Assignment of Rents and Security Agreement dated as of April 13, 1988 and recorded in the Office of the Recorder of Cook County on April 19, 1988 as Document No. 88-161616 (the "Aetna Mortgage"), an Assignment of Rents and Leases dated as of April 15, 1988 (the "Aetna Assignment") and such other documents as are described in the Aetna Loan Application, as such documents may be amended and extended from time to time. The Aetna Note, the Aetna Mortgage, the Aetna Assignment and such other loan documents, as amended, modified and extended from time to time, are hereinafter collectively referred to as the "Aetna Loan Documents." The Aetna Mortgage and the Aetna Assignment constitute liens or encumbrances on the real property legally described on Exhibit A attached hereto and made a part hereof and the improvements located on the Property (collectively, the "Project"). Pursuant to the Aetna Mortgage, Borrower is permitted to encumber the Property with certain secondary financing approved by Aetna.

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B. As a condition precedent to disbursement of the proceeds of the Aetna Loan, Aetna required that Borrower pay off an existing construction loan from First Interstate Mortgage Company of Illinois, a Delaware corporation ("First Interstate") in favor of Borrower in the amount of Fourteen Million Four Hundred Forty Dollars (\$14,440,000) (the "Construction Loan") pursuant to a Building Loan Agreement dated December 23, 1985, by and between First Interstate and Borrower. The Construction Loan is evidenced by a Note dated as of February 20, 1985 in the principal sum of Fourteen Million Four Hundred Forty Dollars (\$14,440,000) (the "Construction Note") and secured by a Mortgage dated February 20, and recorded on December 27, 1985 as Document No. 85-341267 in the Office of Recorder of Deeds in Cook County, Illinois, as modified by Modification Agreement dated December 23, 1985 (the "Construction Loan Mortgage") and such other documents as are described in the Building Loan Agreement (hereinafter collectively referred to as the "Construction Loan Documents"). The Construction Loan Mortgage constitutes a lien or encumbrance on the Project.

C. On or about April 13, 1988 Subordinated Lender, on behalf of Borrower, paid in full the debt evidenced by the Construction Note, and the Construction Note has been cancelled by First Interstate. In addition, Borrower, as Mortgagor under the Construction Loan Mortgage, has performed all the covenants, agreements and conditions set forth in the Construction Loan Mortgage, and, except for the payment of a fee in the amount of \$938,000 due First Interstate under Paragraph 11.02 of the Building Loan Agreement (the "Deferred Fee"), Borrower has performed and fulfilled all of the covenants, conditions, promises and agreements required to be performed by Borrower pursuant to the Building Loan Agreement.

D. Pursuant to an Assignment of Deferred Fee and an Assignment of Mortgage, each of even date herewith from First Interstate as Assignor to Subordinated Lender as Assignee (collectively, the "Assignments"), First Interstate has assigned all its right, title and interest in and to the Deferred Fee and Construction Loan Mortgage to Subordinated Lender.

E. Pursuant to the Assignments, Borrower is indebted to Subordinated Lender in the amount of the Deferred Fee, which indebtedness is secured by, among other things, the Construction Loan Mortgage.

F. Pursuant to the terms of the Aetna Loan Application, the Construction Loan Mortgage and the obligations of Borrower to Subordinated Lender must be subordinated to the Aetna Loan Documents, all indebtedness of Borrower to Aetna and all obligations of Borrower which run to Aetna.

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As a condition precedent to disbursement of the proceeds of the Asset Loan, Wells required that Borrower pay off an existing construction loan from First Interstate Mortgage Company of Illinois, a Delaware corporation ("First Interstate") in favor of Borrower in the amount of \$1,000,000. Wells Hunted Fore Partners (WHP) ("WHP") is a Delaware corporation ("WHP") which has a building loan agreement with Borrower dated December 23, 1988, by and between WHP and Borrower. The construction loan is evidenced by a promissory note as of February 20, 1989 in the principal sum of \$1,000,000. WHP Hunted Fore Partners ("WHP") and entered into a building loan agreement with Borrower on December 23, 1988, and recorded on December 27, 1988 in the Office of Recorder of Deeds for Cook County, Illinois, as recorded by Notary Public [Name] on December 23, 1988. The construction loan agreement and other documents are described in the exhibit attached hereto (hereinafter collectively referred to as the "WHP Documents"). The construction loan agreement and other documents are attached to this document as exhibits.

On or about April 12, 1989, Wells Hunted Fore Partners ("WHP") advised Borrower that it had assigned its interest in the WHP Documents to the Construction Note, and the Construction Note has been assigned by First Interstate. In addition, Borrower, as assignee of the Construction Note, has assigned all its rights, interests and obligations under the Construction Note to Wells Hunted Fore Partners ("WHP"). Paragraph 11.02 of the WHP Documents (the "WHP Documents") provides that all rights, interests and obligations under the WHP Documents shall be assigned to Wells Hunted Fore Partners ("WHP").

In order to assign the WHP Documents to Wells Hunted Fore Partners ("WHP"), each of the parties to the WHP Documents has agreed to execute and deliver to Wells Hunted Fore Partners ("WHP") the Assignment and Assumption of Debt and Release of Indemnity, which is attached hereto as Exhibit A. The Assignment and Assumption of Debt and Release of Indemnity is intended to assign to Wells Hunted Fore Partners ("WHP") all its rights, interests and obligations under the WHP Documents and to release Wells Hunted Fore Partners ("WHP") from all its obligations under the WHP Documents.

In order to assign the WHP Documents to Wells Hunted Fore Partners ("WHP"), each of the parties to the WHP Documents has agreed to execute and deliver to Wells Hunted Fore Partners ("WHP") the Assignment and Assumption of Debt and Release of Indemnity, which is attached hereto as Exhibit A. The Assignment and Assumption of Debt and Release of Indemnity is intended to assign to Wells Hunted Fore Partners ("WHP") all its rights, interests and obligations under the WHP Documents and to release Wells Hunted Fore Partners ("WHP") from all its obligations under the WHP Documents.

In order to assign the WHP Documents to Wells Hunted Fore Partners ("WHP"), each of the parties to the WHP Documents has agreed to execute and deliver to Wells Hunted Fore Partners ("WHP") the Assignment and Assumption of Debt and Release of Indemnity, which is attached hereto as Exhibit A. The Assignment and Assumption of Debt and Release of Indemnity is intended to assign to Wells Hunted Fore Partners ("WHP") all its rights, interests and obligations under the WHP Documents and to release Wells Hunted Fore Partners ("WHP") from all its obligations under the WHP Documents.

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Property of Wells Hunted Fore Partners

G. Subordinated Lender is willing to subordinate the obligations of Borrower under the Construction Loan Documents to the obligations of Borrower under the Aetna Loan Documents in consideration of the consent of Aetna to waive Aetna's requirement that the Construction Loan Mortgage be released.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, it is agreed as follows:

1. Subordination of Interests. The Construction Loan Documents and all now existing or hereafter arising interests of Subordinated Lender in the Project (and all leases, rents, income, profits and other revenues whatsoever therefrom) pursuant to the Construction Loan Documents shall be and are hereby irrevocably declared to be and are hereby made subject, junior and subordinate to the Aetna Loan Documents and all now existing or hereafter arising rights or interests in the Project (and all leases, rents, income, profits and other revenues whatsoever therefrom) held by Aetna pursuant to the Aetna Loan Documents.

2. Subordination of Other Collateral and Proceeds. All now existing or hereafter arising rights and interests of Subordinated Lender in all tangible and intangible personal property ("Personal Property") in which a security interest or lien arises under the Construction Loan Documents, and all products and proceeds of the Personal Property, including, without limitation, all insurance proceeds and condemnation awards, shall be and hereby are declared to be subject, junior and subordinate to all now existing or hereafter arising rights or interests of Aetna in the Personal Property and all products and proceeds of the Personal Property.

3. Extent of Subordination. The subordinations provided for in paragraphs 1 and 2 above shall continue in full force and effect (and shall not be terminated, limited or in any way affected by) notwithstanding any modifications, amendments and extensions of the Aetna Loan Documents, except that the subordination provided for in paragraphs 1 and 2 above shall not apply to any amendments or modifications of the Aetna Loan Documents which increase the principal amount of the Aetna Loan to an amount in excess of \$16,000,000 plus any amounts which represent costs incurred by Aetna in connection with the Aetna Loan or amounts disbursed by Aetna to protect and preserve its collateral, as provided for in the Aetna Loan Documents. Except as specifically provided in the immediately preceding sentence, Subordinated Lender (i) hereby irrevocably consents to and authorizes all such modifications, amendments and extensions of the Aetna Loan Documents and (ii) agrees that notwithstanding any such modifications, amendments and

-88-474216

Subordinated lender is willing to subordinate the obligations of borrower under the Construction Loan Documents to the obligations of borrower under the Aetna Loan Documents in consideration of the consent of Aetna to waive Aetna's requirement that the Construction Loan Mortgage be recorded.

NOW, THEREFORE, in consideration of the foregoing recited and for other good and valuable consideration, the lender and obligor hereby acknowledge by each of them that the parties hereto, it is agreed as follows:

1. Subordination of Interests. The Construction Loan Documents and all now existing or hereafter arising interests of Subordinated lender in the Project (and all lesser interests, income, profits and other revenues whatsoever payable pursuant to the Construction Loan Documents) shall be and are hereby irrevocably declared to be and are hereby and shall be junior and subordinate to the Aetna Loan Documents and all now existing or hereafter arising rights or interests in the Project (and all lesser income, profits and other revenues whatsoever therefrom) held by Aetna pursuant to the Aetna Loan Documents.

2. Subordination of Other Collateral and Proceeds. All now existing or hereafter arising rights and interests of Subordinated lender in all tangible and intangible personal property ("Personal Property") in which a security interest in lien arises under the Construction Loan Documents, and all products and proceeds of the Personal Property, including, without limitation, all insurance proceeds and reimbursements, shall be and hereby are declared to be junior and subordinate to all now existing or hereafter arising rights or interests of Aetna in the Personal Property and all products and proceeds of the Personal Property.

3. Except as Subordinated. The subordination provisions set forth in paragraphs 1 and 2 above shall continue in full force and effect (and shall not be terminated, limited or in any way affected by) notwithstanding any modifications, amendments or extensions of the Aetna Loan Documents, except that the subordination provided for in paragraphs 1 and 2 above shall not apply to any amendments or modifications of the Aetna Loan Documents which increase the principal amount of the Aetna Loan to an amount in excess of \$10,000,000 plus any amounts which represent costs incurred by Aetna in connection with the Aetna Loan or amounts disbursed by Aetna to borrower and interest on collateral as provided for in the Aetna Loan Documents, except as specifically provided in the Aetna Loan Documents. Subordinated lender (i) hereby irrevocably consents to and authorizes all such modifications, amendments and extensions of the Aetna Loan Documents and (ii) agrees to waive and understand any such modifications, amendments and

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extensions, the subordinations provided for in paragraphs 1 and 2 above shall remain in full force and effect until all now existing or hereafter arising indebtedness and obligations of Borrower under the Aetna Loan Documents are paid and satisfied in full and Aetna has no further obligations to advance additional funds with respect to the Project under the Aetna Loan Documents. The obligations of Borrower shall include, without limitation, Borrower's obligation to pay to Aetna:

(a) all amounts of principal, interest and applicable penalties now or hereafter owed on the Aetna Note and all other amounts owed pursuant to the Aetna Loan Documents;

(b) all fees, charges, costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by Aetna and reimbursable to Aetna by Borrower in connection with the Aetna Loan and the Aetna Loan Documents;

(c) all fees, charges, costs and expenses incurred by Aetna in protecting the lien of the Aetna Mortgage or liens or security interests applicable to other collateral pledged to Aetna;

(d) all fees, charges, costs and expenses (including, without limitation, attorneys' fees and expenses), incurred by Aetna in enforcing its rights and remedies under the Aetna Loan Documents or applicable law.

All the foregoing obligations of Borrower are hereinafter collectively referred to as the "Aetna Obligations."

4. Conflicting Terms. In the event of any conflict between the provisions of this Subordination Agreement and the provisions of the Construction Loan Documents, the provisions of this Subordination Agreement shall govern and control.

5. Attachment, Perfection. The rights and interests subordinated hereby and the priorities established hereby shall bind the parties hereto, irrespective of the attachment, filing, perfection or lack thereof of the security interests, liens or other interests held by the parties under their respective loan documentation.

6. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

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extensions, the subordination provided for in paragraph 1.1 above shall remain in full force and effect until all amounts owing or hereafter arising under the Loan Documents are paid and satisfied in full and Aetna has no further obligations to Aetna. The obligation of Aetna to pay the principal and interest on the Loan Documents shall remain in full force and effect without limitation.

(a) All amounts of principal, interest and other amounts owing or hereafter owed on the Loan Documents and all amounts owing pursuant to the Loan Documents:

(b) all fees, charges, costs and expenses (including without limitation, attorney's fees and expenses) incurred by Aetna and reimbursable to Aetna by Borrower in connection with the Loan Documents;

(c) all fees, charges, costs and expenses (including without limitation, attorney's fees and expenses) incurred by Aetna in protecting the rank of the Loan Documents or in enforcing its security interests against the Borrower or any other party to the Loan Documents;

(d) all fees, charges, costs and expenses (including without limitation, attorney's fees and expenses) incurred by Aetna in enforcing its rights and remedies under the Loan Documents or applicable law.

All the foregoing obligations of Borrower are hereby collectively referred to as the "Aetna Obligations".

4. **Conflicting Terms.** In the event of any conflict between the provisions of this Subordination Agreement and the provisions of the Loan Documents, the provisions of this Subordination Agreement shall govern and control.

5. **Assignment/Perfection.** The Loan Documents are hereby assigned to Aetna and the parties hereto shall execute all documents and take all actions necessary to perfect the assignment of the Loan Documents to Aetna and to protect the security interest of Aetna in the Loan Documents and to the extent of the security interest of Aetna in the Loan Documents.

6. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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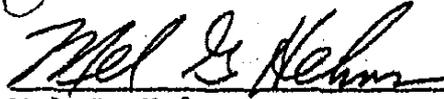
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8. Recitals. Subordinated Lender hereby represents and warrants that the above Recitals are true and correct as of the date hereof and constitute part of this Agreement.

9. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Aetna and Subordinate Lender and their respective successors and assigns.

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


James P. Avgeris


Mel G. Helms

This Instrument Prepared by:

Sonnenschein Carlin Nath
& Rosenthal
8000 Sears Tower
Chicago, Illinois 60606
(312) 876-8000
Attn: Mark C. Simon, Esq.

P.I.N.: 06-01-200-014

Common Address: 2300 N. Barrington Rd.
Hoffman Estates, IL

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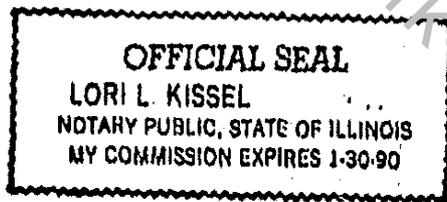
STATE OF ILLINOIS)
COUNTY OF DUPAGE) to wit:

I, LORI L. KISSEL, a Notary Public in and for
the STATE OF ILLINOIS do hereby certify that JAMES P. AUGER'S,
who is personally well known to me as the person named in the
foregoing Instrument bearing date on the 30 day of June, 1988,
and hereto annexed, personally appeared before me in said
jurisdiction and by virtue of the authority vested in him by
said Instrument, acknowledged the same to be the act and deed
JAMES P. AUGER'S, one of the parties herein.

GIVEN under my hand and seal this 6th day of
SEPTEMBER, 1988.

Lori L. Kissel
Notary Public

My Commission Expires:
1/30/90



Cook County Clerk's Office

-88-474216

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STATE OF ILLINOIS
COUNTY OF WABASH

I, LORL L. KISSEL, a Notary Public in and for
the State of Illinois, do hereby certify that JAMES P. ALEXIS
who is personally well known to me as the person named in the
aforesaid instrument bearing date on the 23 day of June, 1988
and hereof annexed, personally appeared before me and
jurisdiction and by virtue of the authority vested in me by
said instrument, acknowledging the same to be his act and deed
and that he is the person named in the instrument.

GIVEN under my hand and seal this 23 day of June,
1988.

Lorl L. Kissel
NOTARY PUBLIC

OFFICIAL SEAL
LORL KISSEL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 1990

1/28/90

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STATE OF ILLINOIS)

) to wit:

COUNTY OF DUPAGE)

I, Lori L. KISSEL, a Notary Public in and for the State of Illinois do hereby certify that JAMES P AUGER'S,

who is personally well known to me as the person named in the foregoing Instrument bearing date on the 30 day of June, 1988, and hereto annexed, personally appeared before me in said jurisdiction and by virtue of the authority vested in him by said Instrument, acknowledged the same to be the act and deed of JAMES P. AUGER'S, one of the parties herein.

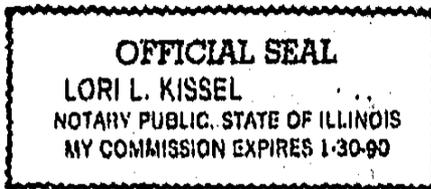
GIVEN under my hand and seal this 10th day of SEPTEMBER, 1988.

DEPT-01 \$18.00
T01111 TRAN 9563 16/14/88 09:58:00
#3161 #A *88-474216
COOK COUNTY RECORDER

Lori L. Kissel
Notary Public

My Commission Expires:

1/30/90



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STATE OF ALASKA

COUNTY OF ALASKA

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court at the City of Anchorage, Alaska, this 1st day of August, 1964.

[Handwritten Signature]

OFFICIAL SEAL
LORRI KASSER
NOTARY PUBLIC STATE OF ALASKA
MY COMMISSION EXPIRES 1965

88-41451P

88-41451P

Property of Alaska Court Records

WITNESSES

My Commission Expires

1965

[Handwritten marks]

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LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN BARRINGTON POINT SUBDIVISION IN THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT NUMBER 87106425, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCEL 1 AS CREATED BY DEED RECORDED DECEMBER 27, 1985 AS DOCUMENT NUMBER 85341166, AND AS SHOWN ON THE PLAT OF BARRINGTON POINT SUBDIVISION AFORESAID OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF HIGGINS ROAD AS DEDICATED BY INSTRUMENT RECORDED MARCH 27, 1941 AS DOCUMENT NUMBER 17647603, WITH THE WEST LINE OF BARRINGTON ROAD AS DEDICATED BY INSTRUMENT RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113016; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF BARRINGTON ROAD, BEING A LINE 50.0 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 1, 446.91 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE PERPETUAL EASEMENT FOR HIGHWAY PURPOSES AS PER WARRANTY DEED DATED MAY 31, 1957 AND RECORDED JUNE 10, 1957 AS DOCUMENT NO. 16926933; THENCE WESTERLY ALONG SAID LAST DESCRIBED LINE, BEING A LINE AT RIGHT ANGLES TO SAID WEST LINE OF BARRINGTON ROAD, 30.0 FEET TO THE WEST LINE OF SAID PERPETUAL EASEMENT, THENCE NORTHERLY ALONG SAID LAST DESCRIBED LINE, BEING A LINE 80.0 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 1, 195.60 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID LAST DESCRIBED PARALLEL LINE 54.00 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED PARALLEL LINE, 130.03 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 54.00 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 130.03 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Recorder's Office
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