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SUBORDINATION AGREEMENT

This Agreement of Subordination made April 7, 1988, between ALBANY BANK & TRUST COMPANY N.A., as Trustee U/T/A dated July 15, 1982 and known as Trust No. 11-4073 ("Trustee") and FULLERTON-SHEFFIELD PROFESSIONAL BUILDING LIMITED PARTNERSHIP, an Illinois Limited Partnership ("Fullerton-Sheffield"), the sole beneficiary of the trust, and ANTHONY V. CACCOMO, a resident of the State of Illinois ("Caccomo").

WHEREAS, there is due to Caccomo the principal sum of Five Hundred Thirty Thousand Dollars (\$530,000.00), plus interest on balance of principal remaining from time to time unpaid at the rate of Eight percent (8%) per annum pursuant to the terms of a Replacement Note of even date herewith ("Replacement Note"); and

WHEREAS, the Replacement Note is secured by a Junior Mortgage encumbering real property owned by the trustee at 990 West Fullerton Avenue, Chicago, Illinois ("Property"); and

WHEREAS, Caccomo has agreed to subordinate the payment of the Replacement Note and the security interest granted by the Junior Mortgage.

NOW, THEREFORE, it is agreed as follows:

1. All principal and all interest that accrue or that may hereafter accrue on the Replacement Note shall be, remain and hereby is subordinated and the payment thereof is deferred to all of the following:
 - a. any existing or replacement financing secured or to be secured by a first mortgage on the property in aggregate amounts not to exceed the sum of Six Million Five Hundred Thousand Dollars (\$6,500,000.00);
 - b. a prior return of not less than Nine Hundred Seventy Five Thousand Dollars (\$975,000.00) to the Limited Partners of Fullerton-Sheffield;

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- c. additional loans against the Property at any time for the purposes of paying for build out, capital improvements or necessary repairs provided, however, that the limitation on the aggregate debt for said loans shall at no time exceed ~~Three Hundred Thousand Dollars (\$300,000.00)~~ ^{TWO} ~~FIFTY~~ ^{FIFTY} Thousand Dollars ^(250,000.00) AM
2. The principal and accrued interest, if any, on the Replacement Note shall be due and owing only upon a sale of all or substantially all of the property and shall be subject to the prior satisfaction of the obligations specified in paragraph 1 hereof, which obligations shall have priority and to which the Replacement Note shall be subordinated.
 3. No waiver shall be deemed to be made by Caccomo of any of his rights hereunder unless such waiver is in writing.
 4. No executory agreement shall be effective to change, modify or discharge this Agreement, in whole or in part, unless it is in writing and signed by Caccomo.
 5. This Agreement supercedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.
 6. This Agreement shall be binding upon the undersigned and their legal representatives, successors and assigns.

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

ALBANY BANK & TRUST COMPANY N.A.
as Trustee U/T/A dated July 15, 1982
and known as Trust No. 11-4073

By: _____

THIS ATTACHED RECEIPT IS EXHIBIT 11
DATE 8/21/82

FULLERTON-SHEFFIELD PROFESSIONAL
BUILDING LIMITED PARTNERSHIP,
an Illinois Limited Partnership
BY: FULLERTON AVE INVESTORS, INC.

By: _____

General Partner

Anthony V. Caccomo

ANTHONY V. CACCOMO

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My Commission Expires March 14, 1989

NOTARY PUBLIC

[Signature]

GIVEN under my hand and Notarial Seal, this 8th day of April 1988

I, THE UNDERSIGNED, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT the above OFFICERS of ALBANY BANK & TRUST COMPANY N.A., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Vice President and acknowledged 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 association, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Vice President then and there acknowledge that he, as custodian of the Corporate Seal of said association, did affix said seal to said instrument as his own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
(SS)
COUNTY OF COOK)

Michael A. Bentcover
Vice President

[Signature]

Senior Vice President
Gary M. Worcester

BY *[Signature]*

and bearing TRUST NUMBER 11-4073

JULY 15, 1982

TRUST AGREEMENT dated to the terms of that certain Trustee as aforesaid, pursuant not personally, but solely as ALBANY BANK & TRUST CO. N.A.,

IN WITNESS WHEREOF, ALBANY BANK & TRUST CO. N.A., not personally, but as Trustee as aforesaid has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereunto affixed and attested by its Vice President this 8th day of April, 1988.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that ALBANY BANK & TRUST CO. N.A., individually, shall have no obligation to see to the performance or non-performance or any of the covenants herein contained and shall not be personally liable for any action or non-action taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues and profits thereof.

THIS SUBORDINATION AGREEMENT is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything therein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings of the Trustee, named and referred to in said agreement, for the purpose of binding it personally, but this instrument is executed and delivered by ALBANY BANK & TRUST CO. N.A., as Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against ALBANY BANK & TRUST CO. N.A., as Trustee, its agents, or employees, on account of any covenant, undertaking or agreement herein or in said principal note, contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereto, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

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LEGAL DESCRIPTION

990 FULLERTON

CHICAGO, ILLINOIS

Lots 7 to 11 and the West 8 feet of Lot 6 all in Seminary Addition to Chicago, in Block 19 in the Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 14-29-427-021

DEPT-01 RECORDING \$14.00
TRAN 0572 04/22/88 13:52:00
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COOK COUNTY RECORDER

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