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KRM File No. 4568,010

14-18-400-017
14-18-400-018

PERMANENT INDEX NUMBERS:

(312) 807-3800
Chicago, Illinois 60601

4344-56 North Winchester and
1945-55 West Montrose
Chicago, Illinois

Robert K. Feldman
Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300

COMMON PROPERTY ADDRESS:

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

11212368

1307538

Recorded on March 26, 1989 as
Document No. 86115386 with the
Recorder of Deeds, Cook
County, Illinois

Senior Mortgage-Date and
Recording Information:

\$865,000.00; March 15, 1989

Senior Note-Amount and Date:

Recorded on 7-14
Document No. 89321709 with the
Recorder of Deeds, Cook
County, Illinois

Junior Mortgage-Date and
Recording Information:

\$210,000.00; May 24, 1989

Junior Note-Amount and Date:

Trust Company of Chicago, as
Trustee under Trust Agreement
dated May 15, 1989 and known
as Trust No. 106425-02

Borrower-Name and Address:

American National Bank and
205 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Senior Lender-Name and Address:

Capitol Bankers Life Insurance
Company

Junior Lender-Name and Address:

Chicago Title and Trust Company
111 West Washington Street,
Chicago, Illinois 60602

Identification of Parties and Instruments:

THIS SUBORDINATION AGREEMENT is made as of the 13th day of
May, 1989 by Junior Lender (described below) to and for the benefit
of Senior Lender (described below).

SUBORDINATION AGREEMENT

RKF 982060/8363T

89321711

72.07-492-D3

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IN SENATE
JANUARY 10, 1900
REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A
RESOLUTION PASSED
BY THE SENATE
MAY 15, 1899

ALBANY, N. Y.
ANDREW DEWEY, STATE PRINTER
1900

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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A. Borrower has executed and delivered the Junior Note made payable to the order of Junior Lender. The Junior Note is secured by: (1) the Junior Mortgage, made by Borrower in favor of Junior Lender and encumbering the real estate legally described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and (2) certain other documents and instruments, if any, listed in Exhibit "B" attached hereto and by this reference made a part hereof (the "Other Junior Documents"); (the Junior Note, Junior Mortgage and Other Junior Documents are hereinafter collectively referred to as the "Junior Loan Documents").

B. Borrower has executed and delivered the Senior Note made payable to the order of Senior Lender. The Senior Note is secured by: (1) the Senior Mortgage encumbering the Property; and (2) certain other documents and instruments, if any, listed in Exhibit "C" attached hereto and by this reference made a part hereof (the "Other Senior Documents"); (the Senior Note, Senior Mortgage and Other Senior Documents are hereinafter collectively referred to as the "Senior Loan Documents").

C. Without the execution and delivery of this Agreement, the granting of the Junior Loan Documents constitutes a default under the Senior Loan Documents, and Senior Lender will consent to the Junior Loan Documents only upon execution and delivery of this Agreement by Junior Lender.

NOW, THEREFORE, to induce Senior Lender to consent to the Junior Loan Documents and for TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Junior Lender hereby agrees that until the Senior Loan Documents have been paid and satisfied in full:

1. Subordination of Instruments. Any and all of the: (a) Junior Loan Documents (and every amendment, modification, renewal and extension thereof); (b) indebtedness, liabilities, obligations, liens and security interests evidenced or created by the Junior Loan Documents or associated therewith; and (c) other indebtedness, liabilities and obligations of any kind whatsoever (whether now existing or hereafter arising) of Borrower to Junior Lender, are hereby subordinated to: (x) any and all of the Senior Loan Documents (and every amendment, modification, renewal and extension thereof); (y) all indebtedness, liabilities and obligations evidenced, secured by or created by the Senior Loan Documents or associated therewith, including, without limitation, future advances under the Senior Loan Documents, in whatever amounts and whenever made; and (z) with respect to the Property, all other

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indebtedness, liabilities and obligations of any kind whatsoever arising under the Senior Loan Documents (including, but not limited to advances made for taxes, insurance, costs of collection and enforcement of the Senior Loan Documents and preservation of the security thereunder), but, excluding any modification of the same that increases the original principal balance under the Senior Note of Borrower to Senior Lender.

2. Subordination of Payments. The payment of all amounts due and owing or coming due under the Junior Loan Documents (collectively, the "Junior Payments"), specifically including without limitation:

(a) payments from Borrower to Junior Lender of interest and principal under the Junior Note;

(b) payments of insurance proceeds and condemnation, eminent domain or similar awards to be paid to or for the benefit of Junior Lender under the terms of any of the Junior Loan Documents; and

(c) rents, issues and profits from the Property paid or payable to Junior Lender,

are hereby and shall be subordinate to the payment in full of all amounts due and owing or coming due under the Senior Loan Documents (collectively, the "Senior Payments"), specifically including, without limitation: (x) payments of interest and principal under the Senior Note, (y) payments of insurance proceeds and condemnation, eminent domain or similar awards to be paid to or for the benefit of Senior Lender under the terms of any of the Senior Loan Documents, and (z) Senior Lender's interest in all rents, issues and profits from the Property.

3. Leases. The Junior Loan Documents and the lien created thereby shall be subject and subordinate to any and all existing and future leases affecting all or any portion of the Property.

4. Junior Payments Made After Default. No Junior Payment shall be made or accepted at any time on or after such time as Junior Lender shall have been notified by Senior Lender of any default by Borrower under any of the Senior Loan Documents.

5. Insurance Proceeds and Condemnation Awards. Junior Lender hereby agrees, upon the request and at the direction of

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9. Waiver of Notices, Defenses, etc. Junior Lender hereby waives: (i) notice of acceptance by Senior Lender of this Agreement; (ii) notice of the non-payment of all or any of the Senior Payments; (iii) all diligence by Senior Lender in collection or protection of or realization upon the Senior Loan Documents; and (iv) any protest, defense, claim or objection to or in any way relating to any amendment, modification, renewal or extension of the terms and provisions of any of the Senior Loan Documents, including, without limitation, any increase in or extension of time for the Senior Payments evidenced or secured thereby.

8. Bankruptcy. Junior Lender agrees not to commence, or join with any other creditor in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to Borrower (or Borrower's beneficiary or any party comprising Borrower or its beneficiary), without first obtaining Senior Lender's prior written consent. In the event of any dissolution, winding up, liquidation, readjustment, reorganization or other similar proceedings relating to Borrower (or Borrower's beneficiary or any party comprising Borrower or its beneficiary), and whether in bankruptcy, insolvency or receivership, or upon an assignment for the benefit of creditors, or any other marshaling of its assets and liabilities, or any sale of all or substantially all of its assets, or otherwise, the Senior Payments shall first be paid in full before Junior Lender shall be entitled to receive and to retain any of the Junior Payments.

7. Cross-default. Junior Lender and Borrower acknowledge that the occurrence of a default under the Junior Loan Documents shall constitute an Event of Default under the Senior Loan Documents.

5. No Amendment. Junior Lender shall not amend or modify any of the Junior Loan Documents without the prior written consent of Senior Lender, which modification will have the effect of increasing the principal loan balance, changing the interest rate or altering the rate so that interest accrues and/or increases the outstanding principal balance due under the Junior Loan Documents.

Senior Lender, to endorse in favor of Senior Lender any and all checks payable to Junior Lender which represent insurance or condemnation proceeds paid for claims relating to the Property in any way. Junior Lender hereby appoints Senior Lender as its attorney-in-fact, in its place and stead to settle all insurance claims relating to the Property and to receive all payments and endorse all checks with regard thereto to the full extent of all amounts secured by the Senior Loan Documents. Junior Lender further agrees that upon an event of a casualty or taking under condemnation proceedings, it will cooperate with Senior Lender, and if Senior Lender so elects, Junior Lender will agree to apply insurance proceeds and condemnation awards towards restoration of the Property.

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13. Notices. Any notices which may be given hereunder shall be deemed given when personally delivered and receipted for
12. Assignment by Senior Lender. Senior Lender may, from time to time, whether before or after any discontinuance of this Agreement, at its discretion and without notice to Junior Lender, assign or transfer any or all of the Senior Loan Documents, or any interest therein and/or any or all of the Senior Loan Documents, or any interest therein, and notwithstanding any such assignment or transfer or subsequent assignment or transfer thereof, the Senior Payments and the Senior Loan Documents shall be and remain Senior Payments and Senior Loan Documents for the purpose of this Agreement.
11. Deed in lieu of foreclosure. Junior Lender hereby covenants and agrees that upon the occurrence of a default under the Senior Loan Documents, Senior Lender may, at its sole discretion: (i) with or without releasing and extinguishing the Senior Mortgage or the liens or security interests created by the Senior Loan Documents, cause title in and to all or any portion of the Property (or any interest of any kind therein, including, without limitation, a beneficial interest in a land trust) to be transferred, assigned or conveyed to a nominee for Senior Lender, subject to the lien of the Junior Loan Documents; and/or (ii) take possession of the Property and take all actions necessary to operate and maintain the Property, including, without limitation, the right to complete construction of the improvements located on the Property and the right to lease or sell all or any portion of the Property or any interest in the Property, without Senior Lender's having any obligation to commence a foreclosure proceeding or have a receiver appointed, provided such sale is made subject to the lien of the Junior Loan Documents, to the extent such lien remains unsatisfied. Senior Lender agrees to provide Junior Lender with copies of all default notices under the Senior Loan Documents.
10. Action Taken by Senior Lender. Senior Lender may, from time to time, whether before or after any discontinuance of this Agreement, at its sole discretion, take any or all of the following actions: (i) retain or obtain a security interest in the Property or any other property to secure any of the obligations or liabilities created by or associated with the Senior Loan Documents; (ii) retain or obtain the primary or secondary obligation of any other obligor or obligors with respect to any of the obligations or liabilities created by or associated with the Senior Loan Documents; and (iii) extend or renew (for one or more periods) or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property. Senior Lender agrees to provide Junior Lender with written notice of the occurrence of the foregoing.

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1989 JUL 14 PM 12:50
FILED FOR RECORD
COOK COUNTY, ILLINOIS

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Its: Asst. Secretary

[Signature]

ATTEST:

BY: *[Signature]*
Its: Vice President
CHICAGO TITLE AND TRUST COMPANY,
an Illinois corporation, as Trustee

759431

IN WITNESS WHEREOF, this Agreement has been executed and delivered by Junior Lender as of the day and year first above written.

16. Binding Effect. This Agreement shall be binding upon Junior Lender and its heirs, legatees, legal representatives, successors and assigns, including any owner or holder of any of the Junior Loan Documents, and shall inure to the benefit of Senior Lender and its successors and assigns, including any subsequent owner or holder of any of the Senior Loan Documents.

15. Governing Law, etc. This Agreement shall be construed in accordance with and governed by the laws of the state in which the Property is located. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The captions herein are for purposes of convenience only.

14. Execution of Additional Documents. Junior Lender agrees to execute such further documents and instruments and take such further actions as Senior Lender may request from time to time to carry out the intent of this Agreement, upon amendment, modification, renewal or extension of the Senior Loan Documents; provided, however, the failure or refusal of Junior Lender to execute any such document shall not in any manner render any of the provisions of Paragraph 9(iv) hereof ineffective.

two days after deposited in the United States mail certified or registered mail, return receipt requested, properly addressed to the respective address set forth on the first page of this Agreement.

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are intended to be binding on the Trustee and not personally on the Trustee's personal knowledge or general responsibility. It is further agreed that any time be accorded or enforced upon the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee
under Trust Agreement dated May
15, 1989, and known as Trust
No. 196425-02

ATTEST:

[Signature]

IWA
Kost Kelly

By: *[Signature]*

Its:

Dated: June 19, 1989.

BORROWER:

The undersigned acknowledges receipt of a copy of the foregoing Subordination Agreement, waives notice of acceptance thereof by Senior Lender and agrees to be bound by the terms and provisions thereof, to mark its respective books and records so as to clearly indicate that the Junior Payments and Junior Loan Documents are subordinated to the Senior Payments and Senior Loan Documents in accordance with the terms of such Subordination Agreement, to make no payments or distributions contrary 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 by reason of any act or omission within the direct or indirect control of Borrower, then, at the election of Senior Lender, any and all obligations of the undersigned to Senior Lender shall forthwith become due and payable and any and all agreements of Senior Lender to make loans to the undersigned shall forthwith terminate.

BORROWER'S ACKNOWLEDGEMENT

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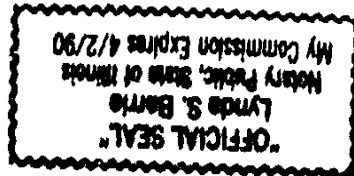
2011-01-10 10:00:00

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Notary Public

Lynda S. Barrie

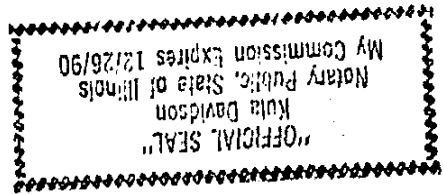
GIVEN under my hand and notarial seal this 19th day of June, 1989.

I, Lynda S. Barrie, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Szymczyk, as Vice President of CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, and Alba Dimayo, as Asst. Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Alba Dimayo President and Asst. Secretary of said Corporation, 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 Corporation, for the uses and purposes therein set forth; and said Alba Dimayo Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to 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.

STATE OF)
COUNTY OF)

89321711

Property of Cook County



[Signature]
Notary Public

GIVEN under my hand and notarial seal this _____ day of JUN 15 1989, 1989.

I, KULA DAVIDSON, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that J. MICHAEL WHELAN, as VICE PRESIDENT President and Peter Johansen, as ASSISTANT SECRETARY Secretary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under Trust Agreement dated May 15, 1989 and known as Trust No. 106425-02, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT President and ASSISTANT SECRETARY Secretary of said Bank, 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 for the uses and purposes therein set forth; and said Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

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LOTS 1 TO 4 IN BLOCK 3 IN FOSTER'S MONTROSE BOULEVARD SUBDIVISION,
BEING A RESUBDIVISION OF PART OF THE NORTH WEST 1/4 OF THE SOUTH
EAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO AND NORTHWESTERN
RAILROAD RIGHT OF WAY AND EXCEPT STREETS HERETOFORE DEDICATED,
REFERENCE BEING HAD TO THE PLAT OF SAID SUBDIVISION RECORDED MAY 9,
1905 AS DOCUMENT NO. 3692294, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION

EXHIBIT "A"

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RECEIVED

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1. Assignment of Rents and Leases dated May 24, 1989 made by Borrower in favor of Harry Langer;
2. Guaranty dated April 24, 1989 made by Jay Strauss and Donald P. Doering in favor of Harry Langer.

OTHER JUNIOR DOCUMENTS

EXHIBIT "B"

RKF 986060/8363T

