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01/22/91

## INTERCREDITOR AND SUBORDINATION AGREEMENT

THIS INTERCREDITOR AND SUBORDINATION AGREEMENT ("Agreement"), made and entered into this 22nd day of January, 1991, between LaSalle National Bank, previously known as Exchange National Bank of Chicago ("LaSalle") and Robert Sheridan ("Sheridan").

DEPT. OF RECORDING  
1111 N. WAB  
JAN 22 1991 15:30:00  
\$24.00  
6624 A \*-91-069002  
COOK COUNTY RECORDER

### W I T N E S S E T H:

LaSALLE NATIONAL TRUST N A Successor Trustee to

WHEREAS, LaSalle is the mortgagee under a certain Mortgage and Security Agreement dated July 8, 1987 made by LaSalle National Bank, as Trustee under Trust Agreement dated May 15, 1987 and known as Trust No. 112291 (the "Trustee") and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 13, 1987 as Document No. 87385770 and filed in the Office of the Registrar of Titles on July 13, 1987 as Document No. LR3633951 (the "Original Mortgage"); and

WHEREAS, the Original Mortgage secured repayment of a Promissory Note dated July 8, 1987 in the principal amount of \$4,240,000.00 (the "Note") made by Trustee and held by LaSalle evidencing a loan (the "Loan") by LaSalle to Trustee and RS&P/West Lake Limited Partnership ("Beneficiary" and, together with Trustee, the "Borrower"); and

WHEREAS, the Original Mortgage has been amended by (a) a Modification of Mortgage dated July 1, 1989, recorded October 23, 1989 as Document No. 89501600 and filed as Document No. LR3937640 and (b) a Second Note and Mortgage Modification Agreement dated July 1, 1990, recorded as Document No. 91017877 and filed as Document No. LR3937641 (the Original Mortgage, as so modified, is referred to herein as the "LaSalle Mortgage"); and

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING, RETURN TO:

Michael S. Kurtzon  
Miller, Shakman, Hamilton &  
Kurtzon  
208 South LaSalle Street  
Chicago, Illinois 60604

PERMANENT INDEX NO.:

17 09 307 010

ADDRESS OF PROPERTY:

Vacant lot at Halsted  
and Fulton Streets  
Chicago, Illinois

91069002

Box 286  
BB

2400

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WHEREAS, the LaSalle Mortgage encumbers certain parcels of real estate, (the "Property"), one parcel of which is legally described on Exhibit "A" attached hereto (the "Parcel"); and

WHEREAS, the LaSalle Loan has been reduced to \$1,440,000.00; and

WHEREAS, Borrower currently owes LaSalle \$55,660.00 in past due interest on the Loan; and

WHEREAS, Sheridan is the principal shareholder of the general partner of Beneficiary and has agreed to make a loan to the Borrower (the "Sheridan Loan") in the amount of \$55,660.00 to enable Borrower to pay LaSalle the past due interest on the Loan and, in consideration of the Sheridan Loan, the Beneficiary has caused the Trustee to grant to Sheridan a mortgage which is dated December 31, 1990 and has been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 31, 1990 as Document No. 90622644 (the "Sheridan Mortgage") encumbering the Parcel; and

WHEREAS, the Sheridan Mortgage secures repayment of a Note dated December 31, 1990 from the Trustee payable to the order of Sheridan (the "Sheridan Note") in the principal amount \$55,660.00 bearing interest payable monthly in arrears at the rate of 1 1/2% per annum in excess of the Prime Rate of LaSalle, and maturing on July 30, 1991 (the "Maturity Date"); and

WHEREAS, Sheridan has requested LaSalle to subordinate the lien of the LaSalle Mortgage, as to the Parcel, to the lien of the Sheridan Mortgage, and, subject to the conditions set forth herein, LaSalle is willing to do so.

NOW, THEREFORE, in consideration of the premises the parties agree as follows:

1. Subordination. LaSalle hereby subordinates the lien of the LaSalle Mortgage on the Parcel, to the extent hereinafter provided, to the lien of the Sheridan Mortgage. The lien of the LaSalle Mortgage is hereby subordinated to the Sheridan Mortgage only to the extent of (a) \$55,600.00 of the principal of the Sheridan Loan, and (b) interest accrued but not paid on a current basis on the Sheridan Loan and (c) advances made pursuant to the Sheridan Loan Documents to protect Sheridan's security, as lender, in the Parcel. Any interest not paid on the Sheridan Loan on a current basis shall be accrued and added to principal but shall not accrue interest. The Sheridan Loan shall not be declared in default by reason of non-payment of interest on a current basis, except on the Maturity Date or unless Borrower fails to apply in any month "Net Operating Cash Flow" (as hereinafter defined) received in respect of the Property during such month, if any, to the payment of interest. For purposes

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hereof, Net Operating Cash Flow shall mean all cash received by the Borrower in the ordinary course of its business from the operation of the Property (which shall not include proceeds of capital transactions or loans) less the sum of (a) all expenses of operating the Property including, without limitation, real estate taxes, insurance payments and heat (but exclusive of depreciation), (b) costs of maintenance, repair and replacement, (c) management and leasing fees and commissions, (d) legal and accounting fees, (e) principal and interest payments on the LaSalle Loan and (f) reasonable reserves for repairs and replacements and other deferred expenses. LaSalle shall be entitled to receive interest on a current basis on the Loan even though interest may be concurrently accruing on the Sheridan Loan in accordance with the preceding sentence.

2. Bankruptcy. Upon the occurrence of any proceedings to liquidate, dissolve or wind up the Trustee, Beneficiary or any general partner of Beneficiary, or of any execution, sale, receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization, or other similar proceedings relative to any such person or entity or its property ("Bankruptcy Proceeding"), Sheridan agrees as follows:

(a) Sheridan shall cooperate fully with the LaSalle in connection with such Bankruptcy Proceeding and shall refrain from taking any action, including any filing, voting or other action, which would adversely affect the interests of LaSalle in connection with such Bankruptcy Proceeding or the availability of the Parcel to pay the LaSalle Loan; provided, however, that the assertion by Sheridan in any such Bankruptcy Proceeding of the priority of payment of the Sheridan Loan or the priority or effectiveness of the lien of the Sheridan Mortgage or any action to enforce any or all of its rights or remedies under the Sheridan Loan Documents shall not be deemed to adversely affect the interests of LaSalle and LaSalle shall not take any action in such Bankruptcy Proceeding that would adversely affect the priority of payment of the Sheridan Loan or the priority or effectiveness of the lien of the Sheridan Mortgage;

(b) Sheridan agrees to refrain from challenging LaSalle's position in such Bankruptcy Proceeding and agrees to approve any plan of reorganization or rehabilitation proposed or approved by LaSalle in any Bankruptcy Proceeding; provided such plan does not affect the priority of payment of the Sheridan Loan or the priority or effectiveness of the lien of the Sheridan Mortgage;

(c) Sheridan shall not commence any Bankruptcy Proceeding against the Borrower, the Beneficiary or any general partner of Beneficiary or exercise any right to take any action which could terminate or in any way adversely

affect the LaSalle Mortgage or the availability of the Parcel (including, without limitation, all rents, revenues, issues, profits and proceeds of the Parcel) to pay and satisfy the LaSalle Mortgage;

The foregoing provisions are solely for the purpose of defining the relative rights of Sheridan on the one hand, and LaSalle on the other hand, and nothing herein shall impair, as between LaSalle and Borrower, the obligation of the Borrower, which is unconditional and absolute, to pay the LaSalle Loan in accordance with its terms, nor shall anything herein prevent LaSalle from exercising all remedies otherwise permitted by applicable law or hereunder upon default under the LaSalle Mortgage, subject to the rights of the holders of the Sheridan Loan as herein provided for.

3. Default on Sheridan Loan. In the event of a default on the part of Borrower under the Sheridan Loan, Sheridan agrees that prior to initiating any remedy or any action against Borrower or the Parcel it shall deliver to LaSalle written notice of such default and LaSalle shall have thirty (30) days after receipt of such notice to cure said default. To the extent LaSalle pays any instalment of principal or interest or any other sums due under the Sheridan Mortgage, or in the event any amount paid out or advanced by LaSalle shall be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, the Sheridan Mortgage, or any other prior lien of encumbrance upon the Parcel or any part thereof, then LaSalle shall become entitled to a lien on the Parcel equal in rank and priority to the Sheridan Mortgage and, in addition, to the extent necessary to make effective such rank and priority: (i) LaSalle shall become subrogated to, receive and enjoy all of the rights, liens, powers and privileges granted to LaSalle under the Sheridan Mortgage and (ii) the Sheridan Mortgage shall remain in existence for the benefit of and to further secure the debt and other sums secured, or that hereafter become secured hereunder. Sheridan shall furnish forthwith to LaSalle a copy of each notice claiming a default of any party under the Sheridan Loan, at any time given by or received by Sheridan.

4. Condemnation. Sheridan's rights in any condemnation award or award in eminent domain proceedings affecting the Parcel shall be limited to the amount of \$55,660.00 of principal together with any accrued, unpaid interest on the Sheridan Loan.

5. Rights Limited to Parcel. Sheridan acknowledges and agrees that (a) Sheridan's rights in the Parcel as lender under the Sheridan Loan are limited solely and exclusively to the rights granted under the Sheridan Mortgage and are limited solely and exclusively to the Parcel and (b) Sheridan as Lender under

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the Sheridan Loan has no rights whatsoever in any portion of the Property other than the Parcel or in any other collateral given by the Borrower to LaSalle in respect to the LaSalle Loan.

6. Default under Loan. LaSalle will use reasonable efforts to notify Sheridan of a default under the Loan prior to initiating foreclosure proceedings under the LaSalle Mortgage; provided, however, that failure to notify Sheridan of such default shall not be deemed to prevent LaSalle from foreclosing the LaSalle Mortgage or exercising any rights or remedy therein provided.

7. Modification. Sheridan and Trustee agree not to modify or amend the Sheridan Mortgage or any loan document evidencing the Sheridan Loan without the prior, written consent of LaSalle.

8. Defaults under LaSalle Loan. Each of the following shall be a default under the LaSalle Mortgage: (a) any renewal, extension, restructuring or refinancing of the indebtedness evidenced by the Sheridan Loan; or (b) any modification of, or default or breach of, any term or covenant or condition contained in, the Sheridan Loan or any other document evidencing or securing the indebtedness evidenced by the Sheridan Loan not cured within any applicable time periods permitted thereby.

9. Performance of Covenants. LaSalle shall have the right, but not the obligation, to perform any covenant, do any act and make any payment required or permitted by the terms of the Sheridan Loan as have not been performed by, done by, or paid by Borrower, at or before the times required by the Sheridan Loan. All expenses incurred and all sums paid by LaSalle relative to the foregoing authority shall be secured hereby with interest thereon at the rate set forth in the Sheridan Loan applicable to a period when a default exists thereunder and shall be payable to LaSalle on demand. Any exercise of authority by LaSalle to perform any of said covenants, do any of said acts, or make any of said payments as aforesaid, may be made by LaSalle prior to, simultaneously with, or subsequent to the exercise by LaSalle of the option (in this Paragraph contained) to declare all indebtedness hereby secured, with or without notice, to be immediately due and payable, and shall not constitute a cure (as between Borrower and LaSalle) of such event of default of Borrower hereunder.

10. Assignment by Sheridan. Sheridan agrees not to make any assignment or transfer of the Sheridan Loan, the Sheridan Note or Sheridan Mortgage without prior written notice to LaSalle specifying the name and mailing address of such transferee. No such transfer shall be effective unless such transferee assumes the obligations of Sheridan under this Agreement in a written instrument reasonably satisfactory to LaSalle.

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11. Waiver. No waiver shall be deemed to be made by Sheridan or LaSalle of any of their respective rights hereunder unless the same shall be in writing signed on behalf of the applicable party and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the right of Sheridan or LaSalle or the obligations of one party to the other in any other respect at any other time.

12. Assumption of Risk. Each party represents to the other (solely for the benefit of the other party and without waiving any rights either party may have against third parties) that: (a) it has full power and authority to enter into and perform this Agreement and each document to which it is a party and (b) it is acting solely for its own account. Neither party makes any representation or warranty, and assumes no responsibility to, the other party with respect to the solvency, condition (financial or other) or statements of the Borrower. Each party agrees that the other party shall be free from any liability to it on account of anything which such party may do or refrain from doing in good faith in connection with its respective loan and neither party shall be responsible or liable to the other for any loss, damage, cost, or expense unless the same shall result directly and solely from its breach of its covenants and agreements herein.

13. Time is of the Essence. Time is of the essence of this Agreement.

14. Captions and Pronouns. The captions and headings of the various Sections of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

15. Notices. Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered or, if mailed, on the third Business Day after being deposited in United States registered or certified mail, postage prepaid and return receipt requested, or if sent by private courier service shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented by the courier to the addressee for acceptance). Any such notice, demand or other communication shall be addressed to a party at its address set forth in this Paragraph or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

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If to Sheridan:

Robert Sheridan  
641 West Lake Street  
Suite 300  
Chicago, Illinois 60606

With a Copy to:

Robert W. Newman  
Arvey, Hodes, Costello &  
Burman  
180 North LaSalle Street  
38th Floor  
Chicago, Illinois 60601

If to LaSalle:

LaSalle National Bank  
120 South LaSalle Street  
Level 700  
Chicago, Illinois 60603  
Attn: Catherine A. Cahill  
First Vice President

With a Copy to:

Michael S. Kurtzon  
Miller, Shakman, Hamilton &  
Kurtzon  
208 South LaSalle Street  
Suite 1200  
Chicago, Illinois 60604

16. Successors and Assigns. Whenever in this Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all covenants, promises and agreements in this Agreement contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

17. Counterparts. This Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all counterparts together constituting only one instrument.

18. No Third-Party Beneficiaries. This Agreement is being entered into solely for the benefit of the parties. Neither party shall be liable for any debts or claims accruing in favor of any person against the Parcel. Neither party is or shall be an agent of the other party or any other person for any purpose, and neither party is a venture partner with the other party or any other person in any manner whatsoever.

RIDER ATTACHED TO AND MADE A PART OF  
MORTGAGE  
ORGANIZATION'S CREDITORS' RIGHTS  
AGREEMENT  
(INTERCREDITOR AND SUBORDINATION AGREEMENT)

Dated January 22, 1991

Under Trust No. 112291

This instrument is executed LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL TRUST, N.A. are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL TRUST, N.A. by reason of any act, whether or not executed by said or in any previously executed document, individually or as Trustee as aforesaid LASALLE NATIONAL TRUST, N.A., either of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter relating to the subject matter of the attached agreement, but so far as said liability, if any, personally or as said Trustee, to sequester the rents, claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL TRUST, N.A. arising from the disposition thereof; the owner or issues and profits arising from said LASALLE NATIONAL TRUST, N.A. personally or as its successors and holders of this instrument and the owner or trustee and its successors and holders of this instrument shall look solely to the concerned, the legal holder or holders of this instrument and as provided in said mortgage of any indebtedness accruing hereunder, by enforcement of the lien heretofore created in the manner provided therefore and as guarantor, if any note or by action to enforce the personal liability of the guarantor, if any Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

Form XX0786  
5/1/90

Attached Hereto And Made A Part Hereof

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19. Severability. The complete or partial invalidity, illegality or unenforceability of any provision hereof at any time, whether under the terms of then applicable law or otherwise, shall not affect (a) in the case of partial invalidity, illegality or unenforceability, the validity, illegality, or enforceability of such provision at such time except to the extent of such partial invalidity, illegality, or unenforceability, or (b) the validity, legality, or enforceability of such provisions at any other time, or of any other provisions hereof at that or any other time.

20. No Impairments of Other Rights. Except as expressly provided herein of the sole benefit of the parties hereto, nothing in this Agreement is intended or shall be construed to restrict, impair, diminish or otherwise adversely affect in any way any rights, powers or remedies either party may have or may obtain against the Borrower or any other person. Without limiting the generality of the foregoing, it is acknowledged and agreed that nothing herein contained shall preclude a party from exercising remedies available to it against any person or property other than the Parcel.

This Agreement shall be continuing, irrevocable and binding on the undersigned and on their successors and assigns and shall inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 22nd day of January, 1991.

LASALLE NATIONAL BANK

By: [Signature]  
Its: Trust Vice President

[Signature]  
Robert Sheridan

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BORROWER'S ASSENT

Borrower hereby assents to the foregoing Agreement (and the terms thereof) and agrees to abide thereby and to keep, observe and perform the several matters and things therein intended to be kept, observed and performed by it, and specifically agrees not to make any payments contrary to the intention of said Agreement.

A breach of any of the terms and conditions of this Agreement shall constitute a default in the LaSalle Loan.

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

LASALLE NATIONAL TRUST, N.A.,  
as Successor Trustee to  
LASALLE NATIONAL BANK, not  
personally, but as Trustee  
under Trust Agreement dated  
May 15, 1987 and  
known as Trust No. 112291

ATTEST:

By: *Gregory Callin*  
Its: ASSISTANT SECRETARY

By: *Joe M. [Signature]*  
Its: VICE PRESIDENT

RS&P/WEST LAKE LIMITED  
PARTNERSHIP, an Illinois  
limited partnership

By: RS&P West Lake Realty  
Inc. an Illinois  
corporation

By: *[Signature]*  
Its: PRESIDENT

Property of Cook County

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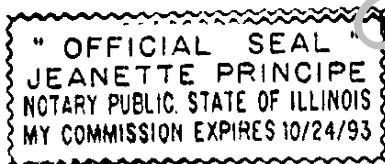
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ACKNOWLEDGEMENT OF SIGNATURES

STATE OF ILLINOIS) ) SS.  
COUNTY OF COOK )

I, JEANETTE PRINCIPE, a Notary Public in and for the State and County aforesaid do hereby certify that before this day personally appeared Robert J. Sheridan known to me to be the same person whose name is subscribed to this Agreement, and acknowledged to me that he executed and delivered this Agreement as his free and voluntary act, for the uses and purposes set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31<sup>st</sup> day of January, 1991.



Jeanette Principe  
NOTARY PUBLIC

STATE OF ILLINOIS) ) SS.  
COUNTY OF COOK )

I, Rae Rivero, a Notary Public in and for said County in the State aforesaid do hereby certify that C. A. Cahill and First Vice President ~~and Secretary~~ of LASALLE NATIONAL BANK, personally known to me to be the same persons whose names ~~are~~ subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth above or on the reverse side hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12<sup>th</sup> day of February, 1991.



Rae Rivero  
NOTARY PUBLIC

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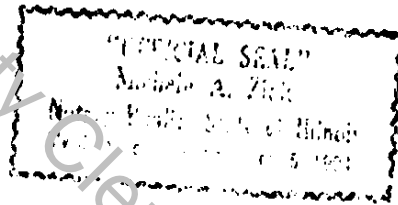
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK )

I, MICHELE A. ZIAR, a Notary Public in and for said County in the State aforesaid do hereby certify that JOSEPH W. LANG and Rosemary Collins VICE PRESIDENT President and ASSISTANT SECRETARY Secretary of LASALLE NATIONAL TRUST, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth above or on the reverse side hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22nd day of JANUARY, 1991.

Michele A Ziar
NOTARY PUBLIC



COOK County Clerk's Office

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF PARCEL

#### SITE B:

LOTS 15, 16, 17 AND THE WEST 1 FOOT 2 7/8 INCHES OF THE NORTH 99 FEET 10 7/8 INCHES OF LOT 18 IN BLOCK 61, IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH WEST 1/4 SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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6/10/2019