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SUBORDINATED LOAN AGREEMENT

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THIS SUBORDINATION AGREEMENT, (the "Agreement") is made as of this 16th day of April, 1992, between NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH, the "Senior Lender", and SHIRLEY FRALICH AND BRADLEY FRALICH, (the "Subordinate Lender").

RECITALS:

A. Senior Lender is the Owner and Holder of a certain Mortgage Note (the "Senior Note") dated April 16, 1992, in the original principal amount of ONE MILLION FORTY FIVE THOUSAND and 00/100 (\$1,045,000.00) DOLLARS made by ANTONIOS FOUKAS AND PATRICIA FOUKAS, (the "Borrower") payable to the order of Senior Lender.

B. Senior Lender is also the owner and holder of the following documents securing the Senior Note:

(i) a certain Mortgage (the "Senior Mortgage") made by Borrower dated April 16, 1992, and to be recorded with the Recorder Of Deeds of Cook County (the "Recorder") encumbering certain property (the "Property"), located in Orland Park, Illinois and legally described in Exhibit "A" attached hereto;

(ii) a certain Assignment of Leases and Rents made by Borrower dated April 16, 1992, and to be recorded with the Recorder of Deeds of Cook County, Illinois; and

The Senior Note, Senior Mortgage and all of the foregoing documents and instruments, together with all other documents and instruments evidencing and securing the Senior Note are hereunder collectively referred to as the "Senior Loan Documents."

C. Subordinated Lender is also the owner and holder of a certain Note (the "Subordinated Note") dated August 7, 1989 in the original amount of FOUR HUNDRED THOUSAND and 00/100 (\$400,000.00) DOLLARS, made by the South Holland Trust and Savings Bank, as trustee under its Trust No. 5455 and the Borrower payable to the order of Subordinated Lender.

D. Subordinated Lender is also the owner and holder of the following documents securing the Subordinated Note:

(i) two certain Mortgages (the "Subordinated Mortgages") dated August 4, 1989 recorded with the Recorder of Deed of Cook County, Illinois as Document No's. 89362072 and 89362073 made in favor of the Subordinated Lender; and

All documents evidencing and securing the Subordinated Note are hereinafter collectively referred to as the "Subordinated Loan Documents."

E. All obligations of Borrower to Senior Lender now existing or hereafter arising, due or to become due, under the Senior Note and the Senior Loan Documents are herein called the "Senior Liabilities."

F. All obligations of Borrower to the Subordinated Lender now existing or hereafter arising, due or to become due, under the Subordinated Note and the Subordinated Loan Documents are herein called the "Subordinated Liabilities."

G. Senior Lender has agreed to make the loan evidenced by the Senior Note on the condition that the Subordinated Lender enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and as an inducement to Senior Lender to make the loan evidenced by the Senior Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent, warrant and agree as follows:

1. **Subordination of Liens.** Subordinated Lender hereby agrees that the Subordinated Liabilities are and shall be subordinate to the Senior Liabilities and that the liens and security interests created by the Subordinated Loan Documents are and shall be subordinate to the liens and security interests created by the Senior Loan Documents and to any and all amendments, modifications, extensions, replacements, or renewals of the Senior Loan Documents, and to any and all advances heretofore made or hereafter to be made under the Senior Loan Documents pursuant to the terms thereof.

2. **Subordination of Payment.** Until such time as the earlier of (i) the date on which the Senior Liabilities have been paid in full the payment of the Subordinated Liabilities shall be postponed and subordinated to the payment of all the Senior Liabilities, and Subordinated Lender shall accept no payments or other distributions whatsoever (including without limitation distributions of casualty insurance or condemnation proceeds) on account of the Subordinated Liabilities, nor shall any property or assets of Borrower be applied to the purchase or acquisition or retirement of any Subordinated Liabilities. (The foregoing notwithstanding, so long as (a) no notice of default has been given under any document evidencing or securing the Senior Liabilities (except any such notice of default which has subsequently been waived in writing by the party giving such notice), and (b) in the sole judgment of Senior Lender, the financial condition of Borrower shall be established from time to time to be sufficient for Borrower to pay without limitation all amounts due under the Senior Liabilities and the Subordinated Liabilities, then Senior Lender shall not unreasonably withhold its consent for Borrower to make regularly scheduled payments to Subordinated Lender (but not prepayments) as provided in the Subordinated Loan Documents, provided that no such payment to Subordinated Lender shall be permitted so long as Subordinated Lender is then in default in the performance of any of its obligations under this Agreement.

3. **Waiver by Subordinated Lender.** Subordinated Lender hereby waives (a) notice of the existence, creation or nonpayment of all or any of the Senior Liabilities; and (b) all diligence in collection, protection of or realization upon the Senior Liabilities or any security therefor.

4. **Bankruptcy of Borrower.** In the event of any dissolution, winding-up, liquidation, readjustment, reorganization or other similar proceedings relating to Borrower, Borrower's creditors, or to Borrower's

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property (whether voluntary or involuntary, personal or corporate, and whether in bankruptcy, insolvency or receivership, or upon an assignment to benefit creditors or any other marshaling of the assets and liabilities of Borrower, or any sale of all or substantially all of the assets of Borrower, or otherwise), the Senior Liabilities shall first be paid in full before Subordinated Lender shall be entitled to receive and to retain any payment or distribution with respect to the Subordinated Liabilities.

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5. **Insurance Proceeds and Condemnation Awards.** Subordinated Lender agrees that in the event of a casualty to the buildings or improvements constructed on the property or a condemnation or taking under the power of eminent domain of the property, the buildings or improvements thereon, or a threat of such a condemnation or taking, all adjustments of insurance claims, condemnation claims and settlements in anticipation of such a condemnation or taking shall be prosecuted, at Senior Lender's election, by Senior Lender and all payments and settlements of insurance claims or condemnation awards or payments in anticipation of condemnation or a taking shall be paid to Senior Lender. Subordinated Lender hereby irrevocably assigns to Senior Lender all of its interests in any such claims, settlements or awards (the "Award") and irrevocably grants to Senior Lender a power of attorney, coupled with an interest, to execute any and all documents on Subordinated Lender's behalf necessary in connection with the prosecution or settlement of the Award. In the event the amount of the Award is in excess of all amounts due under the Senior Liabilities, Senior Lender agrees that such excess Award shall be paid to or held for the benefit of the Subordinated Lender.

6. **Permitted Actions by Senior Lender.** Senior Lender may, from time to time, in its sole discretion and without notice to Subordinated Lender, take any or all of the following actions; (a) retain or obtain a security interest in any property to secure any of the Senior Liabilities; (b) retain or obtain the primary or secondary obligation of any other obligor or obligors with respect to any of the Senior Liabilities, (c) extend or renew for one or more periods of time (whether or not longer than the original period), alter or modify any of the Senior Liabilities, or release or compromise any obligation of any nature of any obligor with respect to any of the Senior Liabilities; and (d) release its security interest in, or surrender, release or permit any substitution or exchange for all or any part of the property securing any of the Senior Liabilities, or extend or renew for one or more periods of time (whether or not longer than the original period) or release, compromise, alter, or modify any obligation of any nature of any obligor with respect to any such property.

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

National Bank Of Greece, S.A.

By: [Signature]

[Signature: Shirley M Fralich]
Shirley Fralich

By: [Signature]
Deputy Manager

[Signature: Bradley Fralich]
Bradley Fralich

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, [Signature: Angelos Mitroussias], a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Shirley Fralich and Bradley Fralich, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 as aforesaid, for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11 day of April, 1992.

[Signature: Angelos Mitroussias]
Notary Public

My Commission Expires:

OFFICIAL SEAL
ANGELOS MITROUSSIAS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 13, 1995

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STATE OF ILLINOIS

Notary Public for Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this 13th day of April, 1972.

WITNESSED my hand and Notary Seal this 13th day of April, 1972.

[Handwritten Signature]
Notary Public

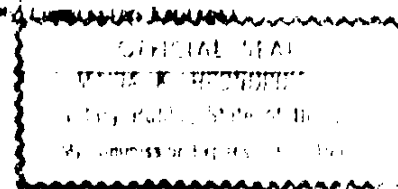


EXHIBIT A LEGAL DESCRIPTION

Lot 4 in Richmond's Subdivision being a Tract of Land in part of the WEST 1/2 of the Northwest 1/4 of Section 10, Township 36 North, Range 12, East of the third Principal Meridian, in Cook County, Illinois.

PIN # 27-10-100-048

PROPERTY COMMONLY KNOWN AS: 14631 S. LeGrange Rd., Orland Park, Illinois

THIS DOCUMENT PREPARED BY:
Perry G. Callas
Bishop, Callas & Wagner
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