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COOK COUNTY, ILLINOIS
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SUBORDINATION AGREEMENT

74 9672802
THIS SUBORDINATION AGREEMENT is made as of the ^{19th} day of ~~May~~ 1994, by WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY ("Junior Lender"), to and for the collective benefit of AMERICANMIDWEST BANK & TRUST, a state banking association ("Senior Lender"), LAGRANGE MEMORIAL HEALTH SYSTEM, INC. and LAGRANGE MEMORIAL HOSPITAL, both Illinois not-for-profit corporations ("Guarantors").

RECITALS

A. Senior Lender is concurrently making a loan to PLYMOUTH PLACE, INC., an Illinois not-for-profit corporation ("Borrower"), in the original principal amount of up to Two Million Dollars (\$2,000,000) ("Senior Loan"). The Senior Loan is evidenced by those certain Current Note(s) and Term Note of even date herewith, made by Borrower in favor of Senior Lender. Guarantors have guaranteed the Senior Loan on the terms and conditions set forth in those certain Commercial Guarantees of even date herewith ("Guarantees"). The Senior Loan and the Guarantees are secured by, among other instruments, that certain Mortgage, Assignment of Leases and Security Agreement of even date herewith ("Senior Mortgage") made by Borrower in favor of Senior Lender and Guarantors encumbering Borrower's fee interest in the real property legally described in Exhibit "A" attached hereto and made a part hereof ("Property"). All of the documents and instruments which evidence and/or secure the Senior Loan are hereinafter collectively referred to as the "Senior Loan Documents."

B. Pursuant to the terms of that certain Settlement Agreement and Mutual Release dated as of January 13, 1994 ("Settlement Agreement"), Borrower has previously executed and delivered to Junior Lender that certain Mortgage dated as of January 18, 1994 ("Junior Mortgage") recorded with the Recorder of Deeds of Cook County, Illinois, on January 21, 1994 as Document No. 94069668, and certain other documents and instruments evidencing or securing Borrower's indebtedness to Junior Lender which pertain to and encumber the Property (collectively, the "Junior Loan Documents").

C. Pursuant to the terms of the Settlement Agreement, Junior Lender has agreed to subordinate the liens and security interests created by the Junior Loan Documents to the Loan Documents to the liens and security interests created by the Senior Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Junior Lender agrees as follows:

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BOX 333-CTI

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Attest: _____
Clerk of the Court

Property of Cook County Clerk's Office

30071001

19____

1. Subordination of Instruments. Any and all of the liens and security interests evidenced, secured by or created by the Junior Loan Documents (and every amendment, modification, renewal and extension thereof) or associated therewith are hereby subordinated to any and all of liens and security interests evidenced, secured by or created by the Senior Loan Documents (and every amendment, modification, renewal and extension thereof) or associated therewith; provided, however, the Senior Loan Documents shall not be modified to increase the maximum principal amount due and payable thereunder to an amount greater than Three Million Dollars (\$3,000,000) without first obtaining the consent of the Junior Lender. Senior Lender hereby agrees to provide Junior Lender with copies of all modifications, amendments, renewals and extensions of the Senior Loan Documents within ten (10) days after execution thereof.

2. Execution of Additional Documents. Junior Lender agrees to execute such further documents and instruments and take such further actions as may be necessary from time to time to carry out the intent of this Agreement and Paragraph 5 of the Settlement Agreement.

3. Governing Law, Construction. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. 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.

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

5. Default under Junior Loan Documents. In the event Borrower defaults under any of the terms and conditions of the Junior Loan Documents and Junior Lender either (a) delivers notice to Borrower of such default, or (b) if no notice of default is required under the Junior Loan Documents, elects to exercise its rights and remedies under the Junior Loan Documents, then later than seven (7) days after the date of such notice or election, as applicable, and as a condition to Junior Lender's ability to exercise its rights and remedies under the Junior Loan Documents, Junior Lender hereby agrees to deliver to Senior Lender and Guarantors written notice setting forth the date and

nature of such default and to provide Senior Lender and Guarantors with a thirty (30) day period from and after the later of the date on which any grace or cure period granted to Borrower under the terms of the Junior Loan Documents expires or the date on which Senior Lender and Guarantors receive Junior Lender's notice hereunder in which to cure any such default before Junior Lender may exercise any of its rights and remedies under the Junior Loan Documents.

6. Default under Senior Loan Documents. In the event Borrower defaults under any of the terms and conditions of the Senior Loan Documents and Senior Lender either (a) delivers notice to Borrower of such default, or (b) if no notice of default is required under the Senior Loan Documents, elects to exercise its rights and remedies under the Senior Loan Documents, then no later than seven (7) days after the date of such notice or election, as applicable, and as a condition to Senior Lender's ability to exercise its rights and remedies under the Senior Loan Documents, Senior Lender hereby agrees to deliver to Junior Lender written notice setting forth the date and nature of such default and to provide Junior Lender with a thirty (30) day period from and after the later of the date on which any grace or cure period granted to Borrower under the terms of the Senior Loan Documents expires or the date on which Junior Lender receives Senior Lender's notice hereunder in which to cure any such default before Senior Lender may exercise any of its rights and remedies under the Senior Loan Documents.

7. Notice. All notices to be delivered hereunder shall be in writing and shall be deemed properly given on (i) the date of mailing, if sent by certified mail, return receipt requested; (ii) the following day, if sent by overnight mail; or (iii) the same day, if sent by telecopy or personal messenger, and, until such time as Senior Lender or Guarantors, as applicable, may designate otherwise in writing, shall be sent to the following addresses:

If to Senior Lender: AmericanMidwest Bank & Trust
1600 W. Lake Street
Melrose Park, Illinois 60160
Attn: Kathleen T. Hardy

If to Guarantors: LaGrange Memorial Health System, Inc.
5101 S. Willow Springs Road
LaGrange, Illinois 60525
Attn: Corporate Vice President-Finance

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...has been ... of ... and ...

...of ... and ...

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...of ... and ...

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If to Junior Lender: Woodmen of the World Life Insurance Society
1700 Farnham Street
Omaha, Nebraska 63102
Attn: Mr. Rodrigo Lopez

with a copy to: Rudnick & Wolfe
203 N. LaSalle Street
Suite 1800
Chicago, Illinois 60601
Attn: John T. Cusack, Esq.

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement on the date set forth above.

WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY

ATTEST: James L. Moore By: James Sotomayor
Its: Secretary Its: President

AMERICANMIDWEST BANK & TRUST

ATTEST: [Signature] By: [Signature]
Its: VP Its: VP

LAGRANGE MEMORIAL HEALTH SYSTEM, INC.

ATTEST: Mary Rita Spence By: [Signature]
Its: Asst. Secretary Its: EXECUTIVE VICE PRESIDENT

LAGRANGE MEMORIAL HOSPITAL

ATTEST: Mary Rita Spence By: [Signature]
Its: Asst. Secretary Its: EXECUTIVE VICE PRESIDENT

This instrument prepared by ~~_____~~

Sara L. Hays, Esq.
Coffield Ungaretti & Harris
3500 Three First National Plaza
Chicago, IL 60602
(312) 977-4400

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STATE OF Nebraska)
COUNTY OF Douglas)

I, Kimberly A. Pash, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that John H. Bookout, as President and James L. Mounce as Secretary of WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, 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 company for the uses and purposes therein set forth.

GIVEN under by hand and notarial seal this 10 day of May, 1994.



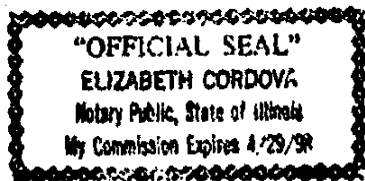
Kimberly A. Pash
Notary Public

STATE OF ILLINOIS)
COUNTY OF Cook)

I, The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Kathy Stadel, as Vice President and James L. Mounce as Vice Pres of AMERICAN MIDWEST BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, 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.

GIVEN under by hand and notarial seal this 3rd day of May, 1994.

Elizabeth Cordova
Notary Public



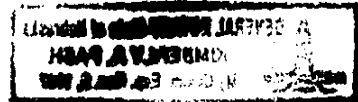
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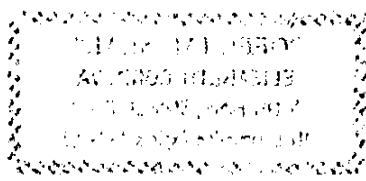
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Property of Cook County Clerk's Office

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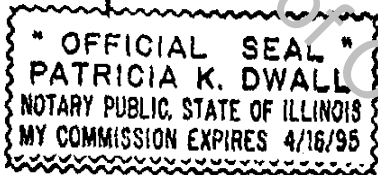
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STATE OF ILLINOIS)

COUNTY OF COOK)

I, Patricia K. Dwall, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ralph Bambach, as Exec. V. President and Mary Rita Ranza, as Assistant Secretary of LAGRANGE MEMORIAL HEALTH SYSTEM, INC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, 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.

GIVEN under by hand and notarial seal this 19th day of May, 1994.



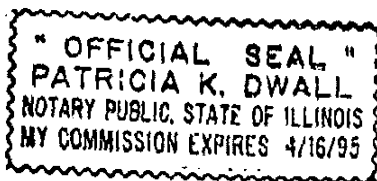
Patricia K. Dwall
Notary Public

STATE OF ILLINOIS)

COUNTY OF COOK)

I, Patricia K. Dwall, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ralph Bambach, as Exec. V. President and Mary Rita Ranza, as Assistant Secretary of LAGRANGE MEMORIAL HOSPITAL, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, 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.

GIVEN under by hand and notarial seal this 19th day of May, 1994.



Patricia K. Dwall
Notary Public

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Exhibit A

LEGAL DESCRIPTION OF MORTGAGED PROPERTY

PARCEL 1:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE SUBURBAN ELECTRIC RAILROAD RIGHT OF WAY, BEING A LINE 1069 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, WITH THE NORTH LINE OF THE SOUTH 650.0 FEET OF SAID SOUTH EAST 1/4; THENCE WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 791.93 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, FOR A DISTANCE OF 120.0 FEET TO A LINE 530.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE, FOR A DISTANCE OF 290.0 FEET TO A LINE 240.93 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE, FOR A DISTANCE OF 150.0 FEET TO A LINE 390.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE, FOR A DISTANCE OF 42.99 FEET TO A POINT 3193.92 FEET WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE NORTH 81 DEGREES 45 MINUTES WEST 99.79 FEET TO AN IRON PIPE; THENCE SOUTH 80 DEGREES 59 MINUTES WEST 190.84 FEET TO A POINT IN THE EAST LINE OF LAGRANGE ROAD WHICH IS 365.81 FEET NORTH (AS MEASURED ALONG THE EAST LINE OF SAID ROAD) OF THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH ALONG SAID EAST LINE OF LAGRANGE ROAD, FOR A DISTANCE OF 365.51 FEET TO SAID SOUTH LINE OF THE SOUTH EAST 1/4; THENCE EAST ALONG SAID SOUTH LINE OF SAID SOUTH EAST 1/4, FOR A DISTANCE OF 1390.28 FEET TO THE AFOREMENTIONED WEST LINE OF SUBURBAN ELECTRIC RAILROAD RIGHT OF WAY; THENCE NORTH ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 650.0 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE SOUTH 1/2 OF THE WEST 50 FEET OF THE EAST 1069 FEET OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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315 N. LaGrange Rd

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THE STATE OF ILLINOIS
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Illinois

330885400

Mail to
John Kenney
1127 N. La Grange
La Grange IL
60525