

SUBORDINATION AGREEMENT

STATE BANK OF COUNTRYSIDE, as Trustee under a Trust Agreement dated December 16, 1992, and known as Trust No. 92-1216, PAT CRONIN CONSTRUCTION CO. and THOMAS A. EVANS ("Borrower") are indebted to the undersigned Creditor, WORTH BANK AND TRUST ("WB&T" or "Creditor"), in the following amount or amounts as reflected in the corporate records of the Borrower as loans from time to time made. The Borrower may also hereinafter from time to time become indebted to Creditor in further amounts (the following indebtedness and all other indebtedness of Borrower to Creditor whether now existing or hereafter arising will hereinafter be referred to collectively as the "Obligations").

WORTH BANK AND TRUST AGREEMENT DTD 12/14/92
AKA TRUST 464
LOAN REFERENCED AS: THOMAS EVANS M.D.
GUARANTOR: PAT CRONIN CONSTRUCTION

OBLIGATION I:

Loan from WORTH BANK AND TRUST to _____

Original Amount \$ 1,200,000.00

Date of Loan 12/22/92

Present Balance \$ 1,050,000.00

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OBLIGATION II:

Loan from WORTH BANK AND TRUST to _____

Original Amount _____

Date of Loan _____

Present Balance _____

Total present balance of Obligations of Borrower to Creditor as of the date of this Agreement amounts to \$ 1,050,000.00

NOW, THEREFORE, in order to induce STATE BANK OF COUNTRYSIDE ("SBC") of 6734 Joliet Road, Countryside, Illinois, its successors or assigns, at any time or from time to time, at its option, to make loans including the loan which is evidenced by a Note dated December 22, 1992, in favor of SBC in the principal amount of TWO MILLION, THREE HUNDRED EIGHTY-ONE THOUSAND, EIGHT HUNDRED FIFTY DOLLARS AND NO CENTS (\$2,381,850.00), or extend other credit or other benefit to or for the account of Borrower, with or without security or to grant renewals or extensions of any thereof as SBC may deem advisable, Creditor agrees that until all

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indebtedness of Borrower to SBC; whether now existing or hereafter arising, shall have been fully paid, Creditor, WORTH BANK AND TRUST, will not ask, demand, sue for, accept or receive payment (other than the normal payments required by the Obligations) from Borrower, by setoff or in any other manner; either in whole or in part of the principal and interest of the Obligations, nor receive or take any security therefor. Furthermore, Creditor represents and warrants to SBC that no security interest, mortgage, pledge, assignment or other security device has been or will be taken to secure the Obligations set forth above other than those that exist as of the date of this Agreement.

Creditor and Borrower agree to make an appropriate record of this subordination on their respective books and records and on the evidence of the Obligations and deliver such evidence of the Obligations, such as promissory notes and agreements, to SBC to be held by it during the term hereof.

Creditor agrees that, in the event of any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Borrower or the proceeds thereof, to creditors of Borrower, or upon any indebtedness of Borrower, by reason of the liquidation, dissolution or other winding up of Borrower or Borrower's business, or any sale, receivership, insolvency or bankruptcy proceeding, or assignment for the benefit of creditors, or any proceeding by or against Borrower for any relief under any bankruptcy or insolvency law or laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, compositions or extensions, then, and in any such event, any payment or distribution of any kind or character, either in cash, securities or other property, which shall be payable or deliverable upon or with respect to any or all of the Obligations of Borrower to Creditor shall be paid or delivered directly to SBC for application on any indebtedness, due or not due, of Borrower to SBC until such indebtedness to SBC shall have been fully paid and satisfied. Creditor irrevocably authorizes and empowers and hereby constitutes and appoints any duly qualified acting officer of SBC as the true and lawful attorney of Creditor, for and in the name and stead of Creditor, to demand, sue for, collect and receive every such payment or distribution and give acquittance therefor and to file claims and take such other proceedings, in SBC's own name or in the name of Creditor or otherwise, as SBC may deem necessary or advisable for the enforcement of this Agreement, and Creditor agrees to execute and deliver to SBC such other powers of attorney,

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assignments or other instruments as may be requested by SBC in order to enable SBC to enforce any and all claims upon or with respect to any or all of the Obligations, and to collect and receive any and all payments or distributions which maybe payable or deliverable at any time upon or with respect to the Obligations.

Should any payment, distribution, security or proceeds thereof, the receipt of which is prohibited by this Agreement, be received by Creditor upon or with respect to the Obligations prior to the satisfaction of all of said indebtedness of Borrower to SBC, Creditor will forthwith deliver the same to SBC in precisely the form received (except for the endorsement or assignment of Creditor where necessary), for application on any indebtedness, due or not due, of Borrower to SBC and, until so delivered, the same shall be held in trust by Creditor as property of SBC. In the event of the failure of Creditor to make any such endorsement or assignment, SBC, or any of its officers or employees, are hereby irrevocably authorized to make the same.

Creditor agrees not to sell, pledge, assign or transfer to others any claim Creditor has or may have against Borrower or any collateral securing any such claim or securing any one or more of the Obligations while any indebtedness of Borrower to SBC remains unpaid, unless such assignment or transfer is made expressly subject to this Agreement.

This is a continuing agreement of subordination and SBC may, but shall not be obligated to continue, without notice to Creditor, to extend unlimited credit to other accommodation or benefit and loan money in unlimited amounts to or for the account of Borrower on the faith hereof until written notice of revocation of this Agreement shall be delivered by SBC to Creditor. Any such notice of revocation shall not affect this Agreement in relation to any obligations or liabilities created thereafter pursuant to any previous commitment of SBC to Borrower, or any extensions or renewals of any such obligations and liabilities.

SBC, without notice to Creditor and without in any way affecting this Agreement, shall have the right at any time and from time to time to deal in any manner in which SBC deems fit with any indebtedness of Borrower to SBC, whether now existing or thereafter arising, including, but not limited to, (i) accepting partial payments on any such indebtedness, (ii) granting extensions or renewals of all or any part of any such indebtedness, (iii) releasing or

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accepting substitutes for any or all security which SBC holds or may thereafter hold for any such indebtedness, (iv) modifying, waiving, supplementing or otherwise changing any of the terms, conditions or provisions contained in any notes, instruments or agreements evidencing or securing any such indebtedness. Creditor consents and agrees that all indebtedness and liabilities of Borrower to SBC shall be deemed to have been made or incurred in reliance upon this Agreement. Furthermore, Creditor agrees that any and all settlements, compromises, compositions, accounts stated and agreed balances made in good faith between SBC and Borrower shall be binding upon Creditor.

No waiver shall be deemed to be made by SBC of any of its rights hereunder unless the same shall be in writing and signed on behalf of SBC and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way otherwise impair the rights of SBC with respect to the obligations of Creditor to SBC in any other respect at any other time.

Notice of acceptance of this Agreement is hereby waived, and this Agreement shall be immediately binding upon Creditor and its successors and assigns. Creditor also expressly waives notice of the incurring by Borrower of any future indebtedness to SBC and waives presentment, demand for payment, protest and notice of dishonor or nonpayment or nonperformance of any indebtedness of Borrower to SBC.

This Agreement shall be construed according to the laws of the state of Illinois.

Creditor has executed this Agreement as of the 13 day of May, 1994.

CREDITOR:

WORTH BANK AND TRUST

BY [Signature]

CONSENT OF BORROWER ON NEXT PAGE.

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CONSENT OF BORROWER

STATE BANK OF COUNTRYSIDE, as Trustee under Trust Agreement dated December 16, 1992, and known as Trust No. 92-1216, PAT CRONIN CONSTRUCTION CO. and THOMAS A. EVANS, the Borrower under the terms and provisions of the foregoing Subordination Agreement, hereby acknowledges and accepts the terms of the foregoing Agreement this 18 day of May, 1994.

BORROWER:

STATE BANK OF COUNTRYSIDE, as Trustee under Trust Agreement dated December 16, 1992, and known as Trust No. 92-1216

By [Signature]
SUSAN L. CTELL, Trust Officer

PAT CRONIN CONSTRUCTION CO.

By [Signature] PRESIDENT

THOMAS A. EVANS

By [Signature]

NOTE: EXONERATION CLAUSE

This Note is executed by State Bank of Countryside, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by each original and successive owner or holder of this Note that nothing herein contained shall be construed as creating any personal liability on State Bank of Countryside to pay this Note or any interest that may accrue hereunder on such liability, if any, being expressly waived, and that any recovery on this Note or on the Mortgage given to secure its payment shall be solely against and out of the property described in said Mortgage by enforcement of the provisions contained in said Mortgage and Note but this waiver shall in no way affect the personal liability of any applicable co-maker, co-signer, endorser or guarantor of this Note. Each original and successive owner or holder of this Note accepts the same upon the express condition that no duty shall rest upon the Trustee to secure the rents, issues and profits arising from the property described in said mortgage or the proceeds arising from the sale or other disposition thereof.

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After recording

MAIL TO:

STATE BANK OF COUNTRYSIDE
6734 JOLIET ROAD
COUNTRYSIDE, IL 60525

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 007509973 EP

STREET ADDRESS:

CITY:

COUNTY:

TAX NUMBER:

LEGAL DESCRIPTION:

LOTS 1 TO 59 IN PROPOSED PLAT OF ABBEY OAKS PHASE II A SUBDIVISION OF OUTLOTS A, B, AND C IN ABBEY OAKS SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 28 TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1993 AS DOCUMENT 93596601 IN COOK COUNTY, ILLINOIS

127th Street + Archer Avenue

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