

# UNOFFICIAL COPY

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*Prepared by*  
**RECORDATION REQUESTED BY:**

First National Bank of Niles  
7100 West Oakton Street  
Niles, IL 60714

*Prepared By:*  
**WHEN RECORDED MAIL TO:**

First National Bank of Niles  
7100 West Oakton Street  
Niles, IL 60714

**SEND TAX NOTICES TO:**

First National Bank of Niles  
7100 West Oakton Street  
Niles, IL 60714

DEPT-01 RECORDING \$31.00  
7:00:12 TRAN 3502 04/10/95 11:17:00  
77029 # JM \*-95-237668  
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

## SUBORDINATION AGREEMENT - MORTGAGE

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT dated January 13, 1995 is entered into among AMERICAN NATIONAL BANK AND TRUST COMPANY SUCCESSOR TRUSTEE TO COMERICA BANK-ILLINOIS, as Trustee, ("Borrower"), FIRST NATIONAL BANK OF NILES ("Mortgagee") and First National Bank of Niles ("Lender").

**SUBORDINATED INDEBTEDNESS.** Mortgagee has extended the following described financial accommodations (the "Subordinated Indebtedness") to AMERICAN NATIONAL BANK AND TRUST COMPANY SUCCESSOR TRUSTEE TO COMERICA BANK-ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 17, 1993 AND KNOWN AS TRUST NUMBER 11801 ("Mortgagor"):

NOTE IN THE AMOUNT OF \$145,400.00, DATED JANUARY 13, 1995.

**SUBORDINATED MORTGAGE.** The Subordinated Indebtedness is secured by a mortgage dated 01-13-1995 from Mortgagor to Mortgagee (the "Subordinated Mortgage") recorded in COOK County, State of Illinois as follows:

MORTGAGE AND ASSIGNMENT OF RENTS RECORDED FEBRUARY 22, 1995 AS DOCUMENT NUMBERS 95123043 AND 95123044.

**REAL PROPERTY DESCRIPTION.** The Subordinated Mortgage covers the following described real property (the "Real Property") located in COOK County, State of Illinois:

LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING SOUTH OF THE FOLLOWING DESCRIBED LINE; BEGINNING ON THE EASTERLY LINE, 173.11 FEET NORTH OF THE SOUTHEAST CORNER; THENCE 93 DEGREES 23 MINUTES 24 SECONDS FROM SAID CORNER WESTERLY 63.28 FEET; THENCE 224, DEGREES 24 MINUTES 38 SECONDS NORTHWESTERLY FROM THE LAST DESCRIBED COURSE 79.91 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF McCORMICK ROAD, BEING THE WESTERLY LINE OF SAID LOT 1, ALL IN COOK COUNTY, ILLINOIS. GRANTOR HEREBY RESERVES THE RIGHT FOR ITS OWN BENEFIT, THE PROPERTY OF THE GENERAL PUBLIC ADJACENT PROPERTY OWNERS THE FOLLOWING DESCRIBED EASEMENTS: EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS OVER THE EXISTING DRIVEWAY ON THE NORTHERN 25 FEET OF THE ABOVE DESCRIBED PARCEL; EASEMENT FOR EMERGENCY PEDESTRIAN INGRESS AND EGRESS ALONG THE SOUTHERLY 5 FEET OF THE ABOVE DESCRIBED PARCEL, BEGINNING AT A POINT 63.28 FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID PARCEL.

Tax 13-02-220-052

Property: 6343 N. McCormick  
Chgo, IL

3/02

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L.D.

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The Real Property or its address is commonly known as 6343 N. McCORMICK ROAD, CHICAGO, IL 60659. The Real Property tax identification number is 13-02-220-052.

**REQUESTED FINANCIAL ACCOMMODATIONS.** Borrower, who may or may not be the same entity as Mortgagor, and Mortgagee each want Lender to provide financial accommodations to Borrower (the "Superior Indebtedness") in the form of (a) new credit or loan advances, (b) an extension of time to pay or other compromises regarding all or part of Borrower's present indebtedness to Lender, or (c) other benefits to Borrower. Now, therefore, Borrower and Now, therefore, Borrower and Mortgagee each represent and acknowledge to Lender that Mortgagee will benefit as a result of these financial accommodations from Lender to Borrower, and Mortgagee acknowledges receipt of valuable consideration for entering into this Agreement.

**LENDER'S LIEN.** As a condition to the granting of the requested financial accommodations, Lender has required that its mortgage or other lien on the Real Property ("Lender's Lien") be and remain superior to the Subordinated Mortgage.

**NOW THEREFORE THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:**

**SUBORDINATION.** The Subordinated Mortgage and the Subordinated Indebtedness secured thereby is hereby subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is hereby agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Mortgagee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgagee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**MORTGAGEE'S REPRESENTATIONS AND WARRANTIES.** Mortgagee represents and warrants to Lender that: (a) no representations or agreements of any kind have been made to Mortgagee which would limit or qualify in any way the terms of this Agreement; (b) this Agreement is executed at Borrower's request and not at the request of Lender; (c) Lender has made no representation to Mortgagee as to the creditworthiness of Borrower; and (d) Mortgagee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Mortgagee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Mortgagee's risks under this Agreement, and Mortgagee further agrees that Lender shall have no obligation to disclose to Mortgagee information or material acquired by Lender in the course of its relationship with Borrower.

**MORTGAGEE'S WAIVERS.** Mortgagee waives any right to require Lender: (a) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (c) to resort for payment or to proceed directly or at once against any person, including Borrower; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (e) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (f) to pursue any other remedy within Lender's power; or (g) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

**LENDER'S RIGHTS.** Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Agreement. In particular, without limitation, Lender may, without notice of any kind to Mortgagee, (a) make one or more additional secured or unsecured loans to Borrower; (b) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part thereof, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (c) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (d) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (e) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (f) apply such security and direct the order or manner of sale thereof, as Lender in its discretion may determine; and (g) assign this Agreement in whole or in part.

**DEFAULT BY BORROWER.** If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall be a default under the terms of the Superior Indebtedness to Lender.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Applicable Law.** This Agreement has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Mortgagee and Borrower agree upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois. Lender, Mortgagee and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender, Mortgagee or Borrower against the other. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring Lender to grant to Borrower or to Mortgagee any financial assistance or other accommodations, or (b) as limiting or precluding Lender from the exercise of Lender's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower.

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**Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender, Borrower, and Mortgagee.

**Attorneys' Fees; Expenses.** Mortgagee and Borrower agree to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Mortgagee and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Mortgagee and Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**Successors.** This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement, and the covenants of Borrower and Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

**Waiver.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

**EACH PARTY TO THIS SUBORDINATION AGREEMENT - MORTGAGE ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS AGREEMENT, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS TRUST NO. 11801 AND DATED MAY 17, 1993.**

**BORROWER:** JAMES JACOBRO  
AMERICAN NATIONAL BANK AND TRUST COMPANY SUCCESSOR TRUSTEE TO COMERICA BANK-ILLINOIS

By: Bobby Saathoff  
TRUST OFFICER

By: [Signature]  
~~ASSISTANT TRUST OFFICER~~ Assistant Secretary

**MORTGAGEE:**

X Nancy A. Mielke VP.  
FIRST NATIONAL BANK OF NILES

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 the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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This instrument does not affect the tax liability of the parties and therefore no tax information Form is required to be recorded with this instrument.

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**LENDER:**

First National Bank of Niles

By: [Signature]  
Authorized Officer

**CORPORATE ACKNOWLEDGMENT**

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 27th day of March, 19 95, before me, the undersigned Notary Public, personally appeared ~~TRUST OFFICERS AND ASSISTANT TRUST OFFICER~~ **TRUST OFFICER** of AMERICAN NATIONAL BANK AND TRUST COMPANY SUCCESSOR TRUSTEE TO COMERICA BANK-ILLINOIS, and known to me to be authorized agents of the corporation that executed the Subordination Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By Margaret O'Donnell Residing at 1048 Lake St., Oak Park, Ill. 60301  
Notary Public in and for the State of Illinois  
My commission expires 5-10-97



**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **FIRST NATIONAL BANK OF NILES**, to me known to be the individual described in and who executed the Subordination Agreement, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes (herein mentioned).

Given under my hand and official seal this 27th day of March, 19 95  
By Holly A Woodfill Residing at \_\_\_\_\_  
Notary Public in and for the State of Ill

My commission expires \_\_\_\_\_  
"OFFICIAL SEAL"  
HOLLY A. WOODFILL  
NOTARY PUBLIC STATE OF ILLINOIS  
My Commission Expires 07/14/88

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## LENDER ACKNOWLEDGMENT

STATE OF Illinois )

) ss

COUNTY OF Cook )

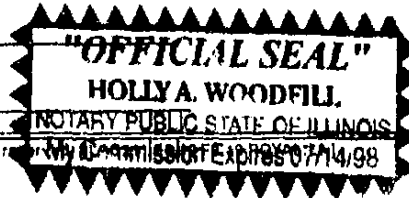
On this 30<sup>th</sup> day of March, 1995, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Holly A. Woodfill

Residing at \_\_\_\_\_

Notary Public in and for the State of Ill

My commission expires \_\_\_\_\_



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