



99268845

This instrument prepared by  
and after recording to be  
~~returned to:~~



Daniel Kohn, Esq.  
Holleb & Coff  
55 East Monroe Street  
Suite 4100  
Chicago, Illinois 60603

Box 15

RETURN TO: JFS  
TICOR TITLE INSURANCE  
203 N. LaSALLE, STE. 1400  
CHICAGO, IL 60601  
RE: J6102

TICOR TITLE INSURANCE

SUBORDINATION OF MORTGAGE

This SUBORDINATION OF MORTGAGE (this "Subordination"), is made as of December 31, 1998, by SPALTER FINANCE CO., ("Spalter"), in favor of FIRST BANK AND TRUST COMPANY OF ILLINOIS ("Lender").

WHEREAS, FIRST BANK AND TRUST COMPANY OF ILLINOIS, not personally, but solely as Trustee under Trust Agreement dated April 16, 1997 and known as Trust No. 10-2113 ("Trustee") is the owner of that certain real property commonly known as 1000 Sunset Ridge, Northbrook, Illinois 60062, and legally described on Exhibit "A" attached hereto (the "Property");

WHEREAS, Spalter has made a loan in the original principal sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "Spalter Loan") to GOLD REALTY GROUP CORPORATION, d/b/a GOLD REALTY GROUP, an affiliate of the beneficiary of Trustee ("Gold"), which is evidenced by that certain Promissory Note, dated August 15, 1997, made by Gold in the original principal amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "Spalter Note"), which Spalter Note is secured by that certain Mortgage, Assignment of Rents and Security Agreement dated August 15, 1997, made by Trustee and recorded on August 21, 1997 in the Recorder's Office of Cook County, Illinois (the "Recorder") as Document No. 97615827 (the "Spalter Mortgage"), affecting the Property;

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WHEREAS, Trustee and Goldstein Family Limited Partnership Sunset ("Beneficiary"; Trustee and Beneficiary are sometimes hereinafter collectively referred to as "Borrower") executed and delivered to Lender that certain Demand Promissory Note dated June 30, 1997 in the original principal amount of Three Million Six Hundred Thousand and No/100 Dollars (\$3,600,000.00) (the "Senior Note"), which evidences a loan from Lender to Borrower in like amount (the "Senior Loan"). The Senior Note is secured by, among other things, a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated June 30, 1997 by Trustee in favor of Lender, and joined by Beneficiary, on the Property (the "Senior Mortgage"), which Senior Mortgage was recorded with the Recorder on August 20, 1997 as Document No. 97611594;

WHEREAS, Trustee now desires to modify the Senior Note and Senior Mortgage to, among other things, increase the maximum principal balance of the Senior Note to Five Million Six Hundred Thousand and No/100 Dollars (\$5,600,000.00) and reflect the extension of the maturity date of the Senior Note to August 1, 1999, which modifications shall be reflected in, among other things, that certain First Modification of Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement and Assignment of Leases and Rents of even date herewith between Borrower and Lender (the "First Amendment"); and

WHEREAS, as a condition to Lender executing the First Amendment, Lender requires that Spalter enter into this Subordination.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing recitals and the payment of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Spalter, hereby represents, warrants and certifies to Lender, that:

1. Spalter is the current holder of the Spalter Note and Spalter Mortgage and all other documents securing or evidencing the Spalter Loan (collectively the "Spalter Loan Documents").

2. Spalter Mortgagee hereby subordinates all of its right, title and interest in and to the Property under the Spalter Loan Documents to the interest conveyed by Trustee to Lender under the Senior Mortgage, as modified by the First Amendment.

3. As of the date hereof, to the best of Spalter's knowledge, no conditions exist under the terms of the Spalter Loan Documents which constitutes a default thereunder or would but for the passage of time, the giving of notice or both.

4. Spalter acknowledges and agrees that Lender is about to modify the Senior Loan, which Senior Loan will be secured in part by the foregoing Senior Mortgage. The undersigned further acknowledges and agrees that neither the execution or delivery of the Senior Mortgage nor any of the other documents or instruments to be executed or delivered by Borrower in connection with the Senior Loan, shall constitute a default under the terms of the Spalter Note, the Spalter Mortgage or any other Spalter Loan Document.

5. Spalter agrees to promptly send a copy of all notices of default sent by Spalter to Trustee, by certified mail, return receipt requested, to:

First Bank and Trust Company of Illinois  
300 East Northwest Highway  
Palatine, Illinois 60067  
Attention: Michael C. Winter

6. Spalter acknowledges that Lender is relying on the statements contained herein in modifying the Loan to Borrower.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed and delivered by its duly authorized officer as of the day and year first-above written.

SPALTER FINANCE CO.

SPALTER FINANCE CO.

By: Jeffrey S. Dietrich, V.P.  
Jeffrey S. Dietrich, V.P.

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STATE OF ILLINOIS     )  
  )SS  
COUNTY OF COOK        )

I, ELIZABETH CARCAMO, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JEFFREY S. DIETRICH, who is personally known to me to be the VICE-PRESIDENT of SPALTER FINANCE CO., and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such He signed and delivered the said instrument pursuant to authority, as A free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this as of the 3rd day of MARCH, 1999.

Elizabeth Carcamo  
Notary Public

My Commission Expires:  
"OFFICIAL SEAL"  
ELIZABETH CARCAMO  
Notary Public, State of Illinois  
My Commission Expires Jan. 5, 2002

## EXHIBIT A

LEGAL DESCRIPTION

## PARCEL 1:

Lots 34, 35 and that part of Lot 36 in Block 1 in Hughes-Brown-Moore Corporation's first addition to North Shore Villa, being a subdivision of part of the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 41 North, Range 12 East of the Third Principal Meridian, described as follows.

Commencing at a point in the Easterly line of said Lot 36 which point is 817.18 feet Southeasterly from the Northeasterly corner of said Lot 36, as measured along the Easterly line of said Lot 36; thence Westerly on and along a line drawn at right angles to the Easterly line of said Lot 36, 340.40 feet to the Westerly line of said Lot 36; thence Southerly along the Westerly line of said Lot 36, 299.135 feet to the Southwest corner of said Lot 36; thence East along the South line of said Lot 36, 255.32 feet to the Southeast corner of said Lot 36; thence North along the East line of said Lot 36, 251.93 feet to a corner of said Lot 36; thence Northwesterly along the Easterly line of said Lot 36, 187.65 feet to the place of beginning, all in Cook County, Illinois.

## PARCEL 2:

All that part of Lots 6, 7 and 8 (except the West 7 feet of the East 40 feet of said lots) in Superior Court partition in the East 1/2 of the Northeast 1/4 of Section 11, Township 42 North, Range 12 East of the Third Principal Meridian, lying East of line drawn parallel to and 135.0 feet Northeasterly of the Northeasterly right of way line of Chicago and Northwestern Railway Company, measured at right angles thereto, in Cook County, Illinois.

Address: 1000 Sunset Ridge Road  
Northbrook, Illinois

PIN: 04-11-203-035  
04-11-203-037  
04-11-203-038  
04-11-203-040  
04-11-203-041  
04-11-203-047  
04-11-203-057