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Cook County Recorder 63.00



PAGE 002

TO-OLD KENT BANK

FROM-9123210540

RECEIVED AUG-22-2000 13:24

**SUBORDINATION AND NON-DISTURBANCE AGREEMENT**

**WHEN RECORDED MAIL TO:**

and prepared by:

Robert S. Reda

Reda & Associates, P.C.

53 West Jackson Boulevard

Suite 715

Chicago, Illinois 60604

**SUBORDINATION AND NON-DISTURBANCE AGREEMENT**

This Subordination and Non-Disturbance Agreement (the "Agreement") is made and entered into as of the 25<sup>th</sup> day of August 2000, by and among Parkway Bank & Trust Co., not individually but as Trustee u/a dated 8/20/94 a/k/a Trust No. 10903 ("Landlord"), Old Kent Bank f/k/a Grand National Bank, a national banking corporation ("Lender"), and Cole Taylor Bank, not individually but as Trustee u/a dated 7/25/00 a/k/a Trust No. 00-8630 ("Grantee").

**I. RECITALS**

1.1 Lender is the mortgagee under a certain Mortgage dated March 19, 1999, recorded March 31, 1999 as document 99310480 made by Parkway Bank and Trust Company as Trustee under Trust Agreement dated August 20, 1994 and known as Trust Number 10903 to Grand National Bank (the "Loan") and an Assignment of Rents recorded March 31, 1999 as document 99310480 made by Parkway Bank and Trust Company as Trustee under Trust Agreement dated August 20, 1994 and known as Trust Number 10903 to Grand National Bank (hereinafter collectively the "Loan"), each pertaining to and covering that certain real estate which is legally described on Exhibit "A" attached hereto and the buildings and improvements located thereon (the "Property").

1.2 Grantee is presently contemplating accepting the grant of an easement over, under, upon and across the Property. Accordingly, this Agreement is entered into by the parties hereto with intention of having Grantee rely hereon in accepting said Grant of Easement.

**II. WARRANTIES, COVENANTS AND AGREEMENTS**

2.1 The aforesaid Loan, all extensions, modifications, replacements and renewals thereof, and all the provisions thereof, and all of Lender's rights and interests thereunder, shall be, are hereby made and shall remain completely subject and subordinate to that certain Grant of Easement and Declaration of Restrictions dated July 25, 2000, and recorded in the Office of the Cook County Recorder of Deeds on as Document No. \_\_\_\_\_, and all extensions, modifications, replacements and renewals thereof (the "Easement"), and all other documents, now or hereafter securing the Easement ("Easement Instruments"), to the same extent as if the Easement Instruments had been executed, delivered and recorded prior to execution of the Easement. The provisions of this Section 2.1 shall be effective notwithstanding any provisions to the contrary in the Loan

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.

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notice to Lender, its Loan shall be deemed to be prior and superior to such Easement Instruments and the interest thereby created and evidenced

2.3 Lender hereby acknowledges that the Grantee (i) shall not be liable for any claims for damages or setoffs arising out of Landlord's interest in the Property, for any act committed by Landlord, or for any breach or failure to perform by Landlord, and (ii) shall not be obligated by reason of the Loan or the exercise of any rights granted therein to perform any obligation of Landlord

2.4 Whenever any of the parties hereto desires to give any notice to any of the others under this Agreement, it shall be sufficient for all purposes if such notice is hand delivered or sent by registered or certified U S mail, postage prepaid, return receipt requested, addressed to the intended recipient at the following address:

Landlord: Parkway Bank & Trust Co., not individually but as Trustee u/v/a dated 8/20/94 a/k/a Trust No. 10903  
4800 North Harlem Avenue  
Harwood Heights, Illinois 60656

Lender: Old Kent Bank, f/w/s Grand National Bank  
4840 Grand Avenue  
Gurnee, Illinois 60031  
ATTENTION: FRED GROSS

Grantee: Cole Taylor Bank, not individually but as Trustee u/v/a dated 7/25/00  
a/k/a Trust No. 00-8630  
111 West Washington Street  
Chicago, Illinois 60031

2.4 This Agreement shall inure to the benefit of and shall be binding upon the Landlord, the Lender, the Grantee, and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any of the provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. This Agreement shall be governed by and construed accordingly to the laws of the State of Illinois.

2.5 Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein and nothing herein shall be construed to abridge or adversely affect any right or remedy of Lender under the Loan Instruments

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in manner and form sufficient to bind them, as of the date and year first above written.

LANDLORD:

PARKWAY BANK & TRUST CO.

NO TRUSTEE UNDER TRUST NO. 10903 AND NOT INDIVIDUALLY

By:

BY

Its:

*[Signature]*  
TRUST OFFICER

LENDER:

By: Fred Gross, OLD KENT BANK

Its: VICE PRESIDENT

COLE TAYLOR BANK

GRANTEE:

By:

as Trustee under its Trust No. 00-863r and not individually

Its:

BY

*[Signature]*  
Trust Officer

VICE PRESIDENT

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This Agreement is signed by Parkway Bank & Trust Co., not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 10903. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank and Trust Co., is hereby expressly waived by the parties hereto and their respective successors and assigns.

PARKWAY BANK & TRUST COMPANY IS EXECUTING THIS DOCUMENT SOLELY IN ITS CAPACITY AS LAND TRUSTEE WITH THE AUTHORIZATION AND DIRECTION OF ITS BENEFICIARY AND HAS NO PERSONAL KNOWLEDGE OF ANY OF THE FACTS OR STATEMENTS CONTAINED HEREIN NOR THE ABILITY TO PERFORM ANY OF THE ACTS ASSOCIATED THEREWITH.

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PROPERTY

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## ACKNOWLEDGEMENT

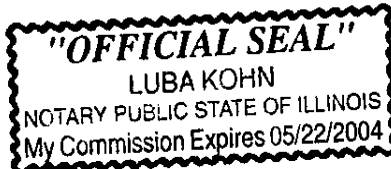
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DIANE Y PESZUNSKI, personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of PARKWAY BANK TRUST Co., ~~Tenant~~, appeared before me this day in person, and acknowledged that SHE signed, sealed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth.

ANDLORD

Given under my hand and seal, this 29<sup>th</sup> day of August 2000.

Luba Kohn  
Notary Public



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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of \_\_\_\_\_ Tenant, appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this \_\_\_\_ day of August 2000.

\_\_\_\_\_  
Notary Public

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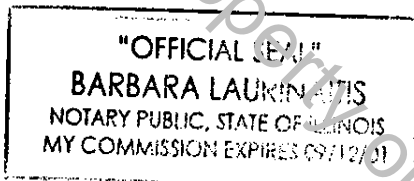


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ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, Barbara Laurinaitis, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FRED GROSS, personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of OLD KENT BANK Lender, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.



Given under my hand and seal, this 30<sup>th</sup> day of August 2000.

Barbara Laurinaitis  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, Sherril Smith, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KENNETH R. PERKINS, personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of SOLE TAYLOR BANK Grantee, appeared before me this day in person, and acknowledged that HE signed, sealed and delivered the said instrument as His free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this 27<sup>th</sup> day of August 2000.

Sherril Smith  
Notary Public



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## GENERAL EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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## EXHIBIT A

### Legal Description

Easement as created by Grant of Perpetual Easements and Declaration of Restrictions dated July 25, 2000: Address: 100 W. Ontario, Chicago, IL

Pin: 17-09-225-014-0000 ; 17-09-225-023-0000

#### EASEMENT NO. 1

THAT PART OF LOT 5 IN A. J. MC BEAN'S SUBDIVISION OF LOTS 14, 15 AND 16 IN BLOCK 22 IN WOLCOTT'S ADDITION TO CHICAGO, ALL IN NORTH PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 11.39 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTH 79 DEGREES 11 MINUTES 13 SECONDS EAST, A DISTANCE OF 7.00 FEET; THENCE SOUTH 10 DEGREES 48 MINUTES 47 SECONDS EAST, A DISTANCE OF 7.00 FEET; THENCE SOUTH 79 DEGREES 11 MINUTES 13 SECONDS WEST, A DISTANCE OF 7.00 FEET; THENCE NORTH 10 DEGREES 48 MINUTES 47 SECONDS WEST, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### EASEMENT NO. 2

THAT PART OF LOT 3 IN BLOCK 22 IN WOLCOTT'S ADDITION TO CHICAGO, ALSO LOT 5 IN A. J. MC BEAN'S SUBDIVISION OF LOTS 14, 15 AND 16 IN BLOCK 22 IN WOLCOTT'S ADDITION TO CHICAGO, ALL IN NORTH PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS EAST, A DISTANCE OF 11.39 FEET; THENCE SOUTH 10 DEGREES 48 MINUTES 47 SECONDS EAST, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 79 DEGREES 11 MINUTES 13 SECONDS EAST, A DISTANCE OF 7.00 FEET; THENCE SOUTH 10 DEGREES 48 MINUTES 47 SECONDS EAST, A DISTANCE OF 60.06 FEET; THENCE SOUTH 86 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 17.10 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 52.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.50 FEET; THENCE NORTH 10 DEGREES 48 MINUTES 47 SECONDS WEST, A DISTANCE OF 54.91 FEET; THENCE SOUTH 86 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 51.14 FEET; THENCE NORTH 10 DEGREES 48 MINUTES 47 SECONDS WEST, A DISTANCE OF 56.21 FEET TO THE POINT OF BEGINNING, LYING ABOVE A HORIZONTAL PLANE OF ELEVATION + 45.01 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

#### EASEMENT NO. 3

THAT PART OF LOT 3 IN BLOCK 22 IN WOLCOTT'S ADDITION TO CHICAGO, ALSO LOT 5 IN A. J. MC BEAN'S SUBDIVISION OF LOTS 14, 15 AND 16 IN BLOCK 22 IN WOLCOTT'S ADDITION TO CHICAGO, ALL IN NORTH PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS EAST, A DISTANCE OF 11.39 FEET; THENCE SOUTH 10 DEGREES 48 MINUTES 47 SECONDS EAST, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 79 DEGREES 11 MINUTES 13 SECONDS EAST, A DISTANCE OF 7.00 FEET; THENCE SOUTH 10 DEGREES 48 MINUTES 47 SECONDS EAST, A DISTANCE OF 14.00 FEET; THENCE NORTH 79 DEGREES 11 MINUTES 13 SECONDS EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 10 DEGREES 48 MINUTES 47 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 79 DEGREES 11 MINUTES 13 SECONDS WEST, A DISTANCE OF 13.00 FEET; THENCE NORTH 10 DEGREES 48 MINUTES 47 SECONDS WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 79 DEGREES 11 MINUTES 13 SECONDS EAST, A DISTANCE OF 3.00 FEET; THENCE NORTH 10 DEGREES 48 MINUTES 47 SECONDS WEST, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING, LYING BELOW A HORIZONTAL PLANE OF ELEVATION + 14.86 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

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