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Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 09/02/2003 04:33 PM Pg: 1 of 7

Schwartz, Cooper, Greenberger
& Krauss, Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attn: Gary P. Segal, Esq.

This space reserved for Recorder's use only

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into as June 1, 2003, by **LASALLE BANK NATIONAL ASSOCIATION**, not individually, but solely as successor Trustee (the "Trustee") to American National Bank and Trust Company of Chicago under a certain Trust Agreement dated September 18, 1986 and known as Trust No. 100055-02 (the "Trust"), **KENNETH J. GENENDER** (the "Beneficiary") and **GENENDER INTERNATIONAL, INC.**, an Illinois corporation (the "Company"; and together with the Trust and the Beneficiary are collectively referred to as the "Mortgagor"), to and for the benefit of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Mortgagee").

RECITALS:

- A. The Company is the record owner of the fee simple estate in and to the real estate located in the State of Illinois and legally described on **Exhibit A-1** attached hereto and made a part hereof (the "Company Parcel");
- B. The Trustee is the record owner of the fee simple estate in and to the real estate located in the State of Illinois and legally described on **Exhibit A-2** attached hereto and made a part hereof (the "Trust Parcel");
- C. Pursuant to that certain Indenture of Lease dated as of September 30, 1997, between the Company and the Trust, the Company leased the Company Parcel to the Trust for a term of ninety-nine (99) years (the same, as it has been or may be further amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Ground Lease").
- D. Pursuant to that certain Amended and Restated Facility Lease dated as of September 30, 1997, as amended by that certain First Amendment to Amended and Restated Facility Lease dated as of June 1, 2003, by and between the Trust and the Company, the Trust leased the Company Parcel and the Trust Parcel to the Company (the same, as it has been or may be further amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Facility Lease").

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E. Mortgagee is the holder of a certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated June 1st, 2003 (as amended from time to time "Mortgage") encumbering the Company Parcel and the Trust Parcel (herein being collectively referred to as "Real Estate").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. The Trust, the Beneficiary and the Company each represent and warrant to Mortgagee that the Ground Lease and the Facility Lease constitute the all agreements between the Trust, the Beneficiary and the Company with respect to the Real Estate and there are no other agreements, written or verbal, governing the tenancy of any party with respect to the Real Estate.

2. The Trust, the Beneficiary and the Company each covenant with Mortgagee that the Ground Lease and the Facility Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Ground Lease and the Facility Lease.

3. This Agreement shall not be amended, modified or supplemented without the written agreement of Mortgagor and Mortgagee at the time of such amendment, modification or supplement.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

5. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Mortgagor and Mortgagee, as the case may be, as specified in the Mortgage.

6. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

GENENDER INTERNATIONAL, INC., an Illinois corporation

By: 

Name: KENNETH J. GENENDER
Title: PRISIDENT


KENNETH J. GENENDER

LASALLE BANK NATIONAL ASSOCIATION, not individually, but solely as successor Trustee to American National Bank and Trust Company of Chicago under a certain Trust Agreement dated September 18, 1986 and known as Trust No. 100055-02

By: 

Name: Nancy A. Carlin
Title: Trustee

Property of Cook County Clerk's Office

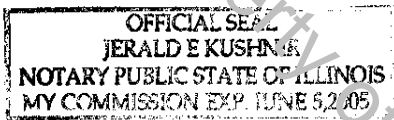
This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly intended and agreed that all the warranties, covenants, conditions, covenants, undertakings and agreements herein made on the part of the Trustee are performed by it solely and exclusively as Trustee and no personal responsibility is assumed by or on behalf of any individual 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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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, JERALD E. KUSHNIR a Notary Public in and for said County, in the State aforesaid, do hereby certify that KENNETH J. GENENDER the PRESIDENT of GENENDER INTERNATIONAL, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 my hand and notarial seal, this 1st day of June, 2003.

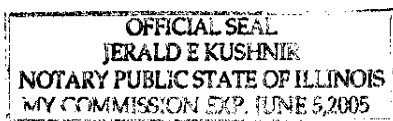


[Signature]
NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, JERALD E. KUSHNIR a Notary Public in and for said County, in the State aforesaid, do hereby certify that KENNETH J. GENENDER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 1st day of June, 2003.



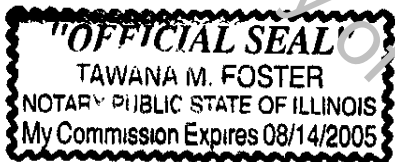
[Signature]
NOTARY PUBLIC

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, TAWANA M. FOSTER a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of LASALLE BANK NATIONAL ASSOCIATION, as Trustee, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19th day of AUGUST, 2003.



Tawana M. Foster
NOTARY PUBLIC

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EXHIBIT A-1

LEGAL DESCRIPTION OF PREMISES

LOT 52 IN PALWAUKEE BUSINESS CENTER UNIT THREE, BEING A
SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 11, TOWNSHIP 42,
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS

PROPERTY ADDRESS OF REAL ESTATE:

44 Century Drive
Wheeling, Illinois 60090

PINS:

03-11-407-015-0000

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EXHIBIT A-2

LEGAL DESCRIPTION OF PREMISES

LOTS 54, 55 and 56 IN PALWAUKEE BUSINESS CENTER UNIT THREE, BEING A SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 11, TOWNSHIP 42, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS OF REAL ESTATE:

44 Century Drive
Wheeling, Illinois 60090

PINS:

03-11-407- 017-0000
03-11-407- 018-0000
03-11-407- 019-0000