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6-19973-26

RECORDATION REQUESTED BY:

**FAMILY BANK AND TRUST
CO.
10360 South Roberts Road
Palos Hills, IL 60465**



WHEN RECORDED MAIL TO:

**FAMILY BANK AND TRUST
CO.
10360 South Roberts Road
Palos Hills, IL 60465**

Doc#: 0433546216
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 11/30/2004 03:17 PM Pg: 1 of 7

SEND TAX NOTICES TO:

**FAMILY BANK AND TRUST
CO.
10360 South Roberts Road
Palos Hills, IL 60465**

FOR RECORDER'S USE ONLY

This Subordination Agreement - Lease prepared by:

**Karen Hewitt, Loan Processor
FAMILY BANK AND TRUST CO.
10360 South Roberts Road
Palos Hills, IL 60465**

NOTICE: THIS SUBORDINATION AGREEMENT - LEASE 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.

SUBORDINATION AGREEMENT - LEASE

THIS SUBORDINATION AGREEMENT - LEASE dated November 26, 2004, is made and executed among Harvey Hospitality II, LLC ("Lessor"); C S Hotel Management ("Borrower"); and FAMILY BANK AND TRUST CO. ("Lender").

LEASE. Lessor has executed a lease dated November 1, 2004 of the property described herein (the "Subordinated Lease"). The following information is the summary of the basic terms and conditions of the Subordinated Lease: Five Year lease with Four Five year renewable option.

REAL PROPERTY DESCRIPTION. The Lease covers Retail restaurant, Banquet, Lounge and Meeting Space of the following described real property located in Cook County, State of Illinois:

See Attached Legal Description Rider

The Real Property or its address is commonly known as 17040 S. Halsted Street, Harvey, IL 60426. The Real Property tax identification number is 29-29-206-016, 017, 021-0000

REQUESTED FINANCIAL ACCOMMODATIONS. Lessor and Borrower each want Lender to provide financial accommodations to Borrower 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. Borrower and Lessor each represent and acknowledge to Lender that Lessor will benefit as a result of these financial accommodations from Lender to Borrower, and Lessor acknowledges receipt of valuable consideration for entering into this Subordination.

LENDER'S LIEN. As a condition to the granting of the requested financial accommodations, Lender has required

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that its lien on the Real Property ("Lender's Lien") be and remain superior to the Subordinated Lease.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. All of Lessor's right, title, and interest in and to the Subordinated Lease is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to Lessor's interests in the Subordinated Lease. Lessor also subordinates to Lender's Lien all other Security Interests in the Real Property held by Lessor, whether now existing or hereafter acquired.

LESSOR'S REPRESENTATIONS AND WARRANTIES. Lessor hereby represents and warrants to Lender that Lessor has heretofore delivered to Lender a true, correct and complete copy of the Lease, which constitutes the entire agreement between the parties thereto and Lessor further acknowledges that the Lease is in full force and effect and that no default by Lessor or, to Lessor's knowledge, by other party under the terms and provisions of the Lease exists as of the date hereof.

LESSOR WAIVERS. Lessor 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 Subordination. In particular, without limitation, Lender may, without notice of any kind to Lessor, (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 of it, 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 of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

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

Amendments. This Subordination, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness

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SUBORDINATION AGREEMENT - LEASE (Continued)

payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Lessor also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Lessor represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Lessor's security interests in Lessor's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Lessor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Lessor 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.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination 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 Subordination 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 Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Lessor, shall constitute a waiver of any of Lender's rights or of any of Lessor's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, 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.

Waive Jury. All parties to this Subordination hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED NOVEMBER 26, 2004.

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SUBORDINATION AGREEMENT - LEASE (Continued)

BORROWER:

C S HOTEL MANAGEMENT

By: *William Mac* POA MAC
Authorized Signer for C S Hotel Management

LESSOR:

HARVEY HOSPITALITY II, LLC

By: *William Mac* MANAGER
Authorized Signer for Harvey Hospitality II, LLC

By: *William Mac* MANAGER
Authorized Signer for Harvey Hospitality II, LLC

LENDER:

FAMILY BANK AND TRUST CO.

X *James A. Tolson*
Authorized Officer

Property of Cook County Clerk's Office

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SUBORDINATION AGREEMENT - LEASE (Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 21st day of November, 2004 before me, the undersigned Notary Public, personally appeared _____

, and known to me to be (an) authorized agent(s) of the corporation that executed the Subordination Agreement - Lease and acknowledged the Subordination 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 he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

By _____ Residing at _____

Notary Public in and for the State of Illinois

My commission expires _____



SOLE PROPRIETORSHIP ACKNOWLEDGMENT

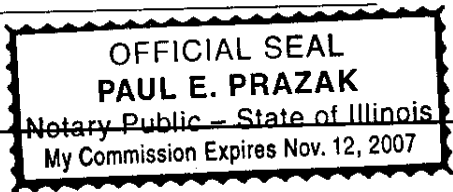
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 26th day of November, 2004 before me, the undersigned Notary Public, personally appeared _____

By _____ Residing at _____

Notary Public in and for the State of Illinois

My commission expires _____



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SUBORDINATION AGREEMENT - LEASE

(Continued)

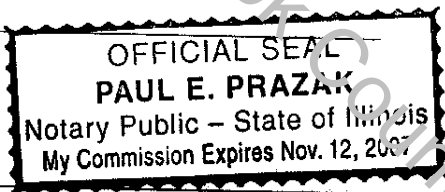
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 26th day of November, 2007 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 Paul E. Prazak Residing at _____
 Notary Public in and for the State of Illinois

My commission expires _____



Clerk's Office

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Legal Description Rider
 17040 South Halsted
 Harvey, IL 60426

Parcel I:

That part of the North 69.0 feet of the South 355.90 feet of the East 1/2 of the Northeast 1/4 of Section 29, Township 36 North, Range 14, East of the Third Principal Meridian, lying Northwesterly of the following described line;

Commencing at the Southeast corner of the Northeast 1/4 of said Section 29; thence West along the South line thereof, a distance of 856.99 feet to a point; thence Northerly along a line forming an angle of 90 degrees, 00 minutes, 00 second, to the right of the last described line extended, a distance of 33.0 feet to a point; thence Northeasterly along a line forming an angle of 69 degrees, 47 minutes, 23 seconds to the right of the last described line extended, a distance of 221.73 feet to a point; thence continuing Northeasterly along a line forming an angle of 27 degrees, 33 minutes, 27 seconds to the left of the last described line extended, a distance of 332.20 feet to a point on the North line of the South 355.90 feet of the East 1/2 of the Northeast 1/4 of the said Section 29, (excepting from the above described parcel of land the West 300.00 feet thereof), in Cook County, Illinois.

Parcel II:

The North 2.90 feet of the South 355.90 feet of the West 300.00 feet of the East 1/2 of the Northeast 1/4 of said Section 29, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel III:

The North 483.55 feet of the South 839.45 feet (except the West 397.53 feet thereof) of the East 1/2 of the Northeast 1/4 of Section 29, Township 36 North, Range 14, East of the Third Principal Meridian, (except from said land the East 83.00 feet thereof) and (except that part of said land conveyed to the Illinois State Toll Highway Commission) and excepting therefrom that part conveyed to the County of Cook by deed recorded July 14, 1994 as document 94615165, and described as follows;

Commencing at the Southeast corner of the Northeast 1/4 of said Section 29; thence North along the East line thereof, a distance of 839.45 feet to a point; thence Westerly along a line forming an angle of 90 degrees, 19 minutes, 40 seconds to the left of the last described line extended, a distance of 170.00 feet for a point of beginning; thence southerly along a line forming an angle of 69 degrees, 40 minutes, 20 seconds to the left of the last described line extended, a distance of 117.82 feet; thence Southwesterly along a line forming an angle of 21 degrees, 48 minutes, 05 seconds to the right of the last described line extended, a distance of 161.55 feet; thence Northeasterly along a line, a distance of 199.81 feet to a point, said point being 10.00 feet West of the point of beginning; thence Northerly along a line a distance 84.65 feet to a point, said point being 10.00 feet West of the point of beginning; thence Easterly along a line, a distance of 10.00 feet to the point of beginning; in Cook County, Illinois.

PIN: 29-29-206-016
 29-29-206-017
 29-29-206-021

CKA: 17040 South Halsted Avenue
 Harvey, Illinois 60426