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INSTRUMENT PREPARED BY:
JAMES A. HASIER
MARTIN & KARCAZES, LTD.
161 N. Clark Street - Suite 550
Chicago, Illinois 60601



Doc#: 0433704049
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 12/02/2004 11:20 AM Pg: 1 of 6

MAIL TO:
NORTH COMMUNITY BANK
3639 N. Broadway
Chicago, IL 60613

MERCURY TITLE COMPANY, L.L.C.

SUBORDINATION AGREEMENT

This Agreement, made and entered into this 9th day of November, 2004 by and between NORTH COMMUNITY BANK ("Lender"); COLE TAYLOR BANK, Successor Trustee to CORUS BANK, Formerly Known As AETNA BANK, as Trustee under a Trust Agreement dated January 5, 1973 and known as Trust No. 10-1663; MILITO'S CAR WASH, INC., an Illinois corporation, and FRANK MILITO, ANTONIO MILITO and JOSEPH MILITO;

RECITALS

WHEREAS, FRANK MILITO, ANTONIO MILITO and JOSEPH MILITO (hereinafter referred to as "Borrower") wish to borrow \$1,000,000.00 from NORTH COMMUNITY BANK (hereinafter "Lender") and Lender is willing to lend said sum (the "loan"); and

WHEREAS, COLE TAYLOR BANK, Successor Trustee to CORUS BANK, Formerly Known As AETNA BANK, as Trustee under a Trust Agreement dated January 5, 1973 and known as Trust No. 10-1663 (hereinafter referred to as "Landlord") holds title to the real estate commonly known as 1112-1116 W. Fullerton, Chicago, Illinois (hereinafter called the "Property") and legally described on Exhibit "A" attached hereto; and

WHEREAS, in order to induce Lender to make said loan, Borrower wishes to secure this loan with a first mortgage in favor of the Lender upon the Property, and to subordinate any leasehold interest in the Property to Lender's interest; and

WHEREAS, MILITO'S CAR WASH, INC., an Illinois corporation, (hereinafter called "Tenant") holds a leasehold interest upon the Property by virtue of a Lease between Tenant and Landlord or Landlord's beneficiary that predates Lender's making of the loan referenced herein (the "Lease"); and

WHEREAS Lender wishes Tenant to subordinate its leasehold interest in the Property in favor of the Lender's Mortgage dated November 9, 2004, which secures a note in the original principal amount of \$1,000,000.00 (the "Mortgage"); and

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WHEREAS Tenant is willing to subordinate its leasehold interest in the Property to the Mortgage.

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

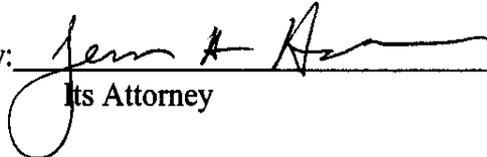
1. Tenant acknowledges that its leasehold interest in the Property and personalty shall be subordinate to the mortgage interest of Lender given to secure a note and any other obligations secured thereby, present or future, which mortgage and security interest are evidenced by the Mortgage.
2. Tenant further acknowledges that its leasehold interest shall remain subordinate to the mortgage interest of the Lender as long as the note, or any other sums advanced by lender and secured by Lender's mortgage remain unpaid.
3. Tenant shall not prepay rent to Borrower without the written consent of Lender.
4. In the event Lender shall foreclose its mortgage upon the Property and title shall be transferred to Lender, its successors or assigns, Lender, its successors or assigns shall not be liable to Tenant for any security deposit paid to Borrower under the terms of the Lease.
5. At Lender's sole discretion, the Lender shall have the right to foreclose the Tenant's interests under the Lease through a foreclosure proceeding; however, the Lender is not required to do such but shall have the right to so act if it deems it appropriate without any recourse from the Landlord and/or Tenant.
6. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, successors and assigns.
7. This Agreement shall be construed according to the laws of the State of Illinois.
8. This Agreement may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF the undersigned has hereunto set its hand, on the 9th day of November, 2004.

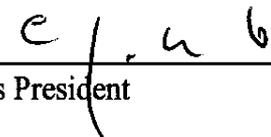
Lender:

NORTH COMMUNITY BANK

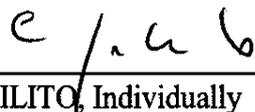
By: 
Its Attorney

Tenant:

MILITO'S CAR WASH, INC., an Illinois corporation

By: 
Its President

Borrower:


FRANK MILITO, Individually

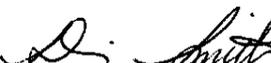

ANTONIO MILITO, Individually


JOSEPH MILITO, Individually

Landlord.

COLE TAYLOR BANK, Successor Trustee to CORUS BANK, Formerly Known As AETNA BANK, as Trustee under a Trust Agreement dated January 5, 1973 and known as Trust No.10-1663

Attest:


Its TRUST OFFICER Secretary

By: 
Its Vice President

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.

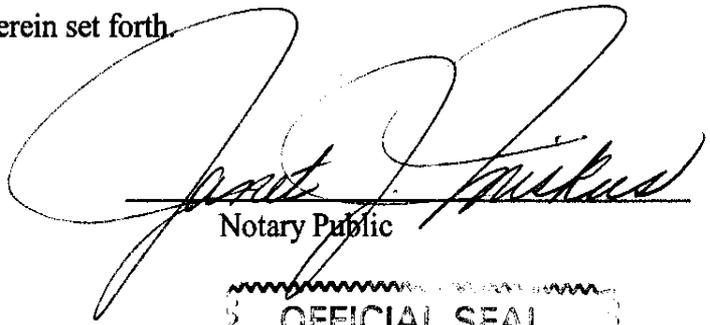
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that FRANK MILITO, ANTONIO MILITO and JOSEPH MILITO, known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Dated: November 29, 2004



Notary Public



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EXHIBIT "A"

PARCEL 1: THE EAST ½ OF LOT 9 IN BLOCK 2 IN LINN AND SWAN'S SUBDIVISION OF THE WEST ½ OF BLOCK 18 OF CANAL TRUSTEES' SUBDIVISION OF THE EAST ½ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST ½ OF LOT 8 IN BLOCK 2 IN LINN AND SWAN'S SUBDIVISION OF THE WEST ½ OF BLOCK 18 OF CANAL TRUSTEES' SUBDIVISION OF THE EAST ½ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Permanent Real Estate Index Numbers: 14-29-425-035-0000; and
14-29-425-036-0000.**

Property Address: 1112-1116 Fullerton, Chicago, Illinois.