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1. Subordination. Manager covenants and agrees with Lender that all of Manager's right, title and interest under the Management Agreement and any renewal or extension thereof, including, without limitation, any and all rights that Manager, its subcontractors, successors and assigns and all parties claiming by, through or under Manager, may now or in the future have to a mechanic's lien upon the Premises under the laws and statutes of the State of Illinois, is and shall be subject and subordinate to

NOW THEREFORE, in consideration of the foregoing, the sum of ONE DOLLAR (\$1.00) paid by Lender to Manager, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

WHEREAS, Lender, as a condition to its making the Loan, has required the subordination of Manager's interest in the Premises to the lien of the Mortgage, which subordination Manager is willing to execute in order to facilitate the closing of the Loan.

WHEREAS, Borrower and Land Trustee are about to execute a Mortgage Note ("Note"), Mortgage, Security Agreement and Financing Statement ("Mortgage") and Related Agreements (as defined in the Mortgage) each respectively dated as of May, 1986, which for the indebtedness represented by the Note, which is in the principal sum of FOUR MILLION TWO HUNDRED THOUSAND and NO/100 (\$4,200,000.00) (the "Loan").

WHEREAS, by that certain Management Agreement dated 19, 19, by and between Manager and Sidcor Loop Associates, an Illinois limited partnership, having an office at 4930 West Oakton Street, Skokie, Illinois 60077 ("Borrower") as beneficiary of Trust 105488, 105489 and 105490, each respectively dated November 1, 1982, LaSalle National Bank, as Trustee, ("Land Trustee"), Manager is to manage all of the real estate and improvements of every kind and nature (the "Premises"), as more fully described on the attached Exhibit A, which is incorporated herein by this reference and made a part hereof.

WITNESSETH:

This Agreement made as of this 1st day of May, 1986, by and between SUPERIOR INVESTMENT & DEVELOPMENT CORPORATION, an Illinois corporation, having an office at 4930 West Oakton Street, Skokie, Illinois 60077 ("Manager") and FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE, a national banking association, having its principal office at First Wisconsin Center, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Lender").

SUBORDINATION AGREEMENT

\$15.00

488/700/002
4/22/86
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70-43-912 E/ZAWACKI 1202540

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the lien of the Mortgage to Lender, and to all rights, title and interest granted to Lender under the Mortgage and Related Agreements and any renewals, modifications and extensions thereof, in the same manner and to the same extent as if the Management Agreement had been executed subsequent to the execution, delivery and recording of the Mortgage and Related Agreements.

2. No Liens. Manager hereby forever waives and releases, and agrees to defend, hold harmless and indemnify Lender against, any and all liens or claims or rights of lien under the laws and statutes of the State of Illinois relating to mechanic's liens on the Premises arising from Manager and all persons claiming by, through or under Manager and on the monies or other consideration due or to become due from Borrower on account of labor or services, material, fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time hereafter by Manager, or by any person or party claiming such lien by, through or under Manager.

3. Lien Waivers. Manager hereby agrees to execute and deliver to Lender any and all statements and lien waivers requested by Lender in connection with the Premises, or in connection with the making of payments required to be made to Manager under the Management Agreement, including, without limitation, final lien waivers and sworn statements upon the termination of the Management Agreement.

4. No Defaults. Manager hereby certifies that there are no known defaults on the part of Borrower under the Management Agreement, that the Management Agreement has not been amended, is a complete statement of the agreement between Borrower and Manager with respect to the Premises and that all agreements and provisions therein contained in the Management Agreement are in full force and effect.

5. Amendments. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

6. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The headings

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Property of Cook County Clerk's Office

(695/EE)

Attention: Howard P. Zweig

(312) 876-3400

Chicago, Illinois 60606

233 South Wacker Drive

8300 Sears Tower

KECK, MAHIN & CATE

BOX 333 - HV

This document was prepared by (when recorded return to):

ATTEST: John E. Gross
Name: JOHN E. GROSS
Title: Vice President & Secretary

By: [Signature]
Name: J. D. [Signature]
Title: President
SUPERIOR INVESTMENT & DEVELOPMENT CORPORATION

[Corporate Seal]

of this Agreement are for convenience only and shall not be deemed to limit, construe, affect or alter the meanings of this Agreement. IN WITNESS WHEREOF, Manager has caused these presents to be duly executed and delivered in Chicago, Illinois on the day and year first above written.

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1986 MAY 15 AM 10:10

COOK COUNTY ILLINOIS
CLERK OF RECORD

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013
012
011
010
009
008
007

ADDRESS: STATE + LEADOLPH
CHICAGO, ILLINOIS

TAX NOS: 17-09-450-006

[SEAL]

3/18/90

My Commission expires:

James Mygner
Notary Public

day of MAY, 1986.

GIVEN under my hand and notarial seal this 6TH

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
J.D. DEVINE, personally known
President of SUPERIOR INVESTMENT &
DEVELOPMENT CORPORATION, an Illinois corporation and
John E. Gross, personally known
Secretary of said corporation, and per-
sonally known to me to be the same persons whose names are sub-
scribed to the foregoing instrument, appeared before me this day
in person and severally acknowledged that as such
President and Secretary of said corporation, they
signed and delivered the said instrument as
President and Secretary of said corporation, and
caused the corporate seal of said corporation to be affixed there-
to, pursuant to authority given by the Board of Directors of said
corporation, as their free and voluntary act, and as the free and
voluntary act and deed of said corporation, for the uses and
purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

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PARCEL 4: (TRUST NO. 105490)
 LEASEHOLD ESTATE, CREATED IN AND BY CERTAIN INDENTURE OF
 LEASE DATED MAY 1, 1920, AND RECORDED AS DOCUMENT NUMBER 6828967,
 MADE BY BERTHA R. HARRIMAN AND JULIA L. ANDREWS, AS LESSORS, TO
 CONSTANTINE N. JOHNSON, AS LESSEE, (SAID LEASE AMENDED BY SUPPLE-
 MENTAL INDENTURE DATED JANUARY 30, 1942 AND RECORDED AS DOCUMENT
 12834539 BETWEEN EDWARD A. HARRIMAN AND JULIA L. ANDREWS, INDI-
 VIDUALLY AND AS TRUSTEE UNDER THE WILL OF BERTHA R. HARRIMAN AND
 DEMET'S, 5 WEST RANDOLPH STREET, INC.), AND ASSIGNMENT OF LEASE
 RECORDED FEBRUARY 4, 1971 AS DOCUMENT 21389255 DEMISING AND LEAS-
 ING FOR A TERM OF 99 YRS COMMENCING ON MAY 1, 1920 AND ENDING
 APRIL 30, 2019, OVER THE LAND DESCRIBED AS FOLLOWS: THAT PART OF
 LOT 1 IN BLOCK 37 IN ORIGINAL TOWN OF CHICAGO BOUNDED AND DE-
 SCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF RANDOLPH
 STREET, AND THE NORTH LINE OF LOT 1 AFORESAID, AT A POINT 40 FEET
 EAST OF THE EAST LINE OF PRIVATE ALLEY LAID OUT THROUGH SAID LOT
 ACCORDING TO AGREEMENT BETWEEN WALTER S. GURNEE AND OTHERS' RE-
 CORDED OCTOBER 14, 1842 IN BOOK 8 OF DEEDS, PAGES 266 AND 267;
 THENCE RUNNING EAST ON SOUTH SIDE OF RANDOLPH STREET, AND THE
 NORTH LINE OF SAID LOT, 20 FEET; THENCE SOUTH ON A LINE PARALLEL
 WITH THE EAST LINE OF SAID PRIVATE ALLEY, 50 FEET; THENCE WEST ON
 LINE PARALLEL WITH THE SOUTH SIDE OF RANDOLPH STREET, AND NORTH
 LINE OF SAID LOT, 20 FEET; THENCE NORTH ON A LINE PARALLEL WITH

PARCEL 3: (TRUST NO. 105488)
 LOTS 8 AND 9 IN THE ASSESSOR'S DIVISION OF LOTS 1, 2, 7, AND 8 IN
 BLOCK 37 IN THE ORIGINAL TOWN OF CHICAGO AND A STRIP OF LAND
 LYING BETWEEN THE EAST LINE OF LOTS 8 AND 9 OF ASSESSOR'S DIVISION
 AFORESAID AND THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN
 ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS APPROVED MARCH 3,
 1845, ALL IN COOK COUNTY, ILLINOIS

17-09-450-013-0000
 all

PARCEL 2: (TRUST NO. 105489)
 THE PRIVATE ALLEY 10 FEET IN WIDTH LYING WEST OF AND ADJOINING
 THE 5 FOOT ALLEY SOUTH AND ADJOINING LOT 4 AND ALSO LYING WEST OF
 AND ADJOINING LOTS 4, 7, 8 AND 9 AND EAST OF AND ADJOINING LOT 5
 IN THE ASSESSOR'S DIVISION OF LOTS 1, 2, 7, AND 8 IN BLOCK 37 IN
 ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE
 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PRIVATE ALLEY BEING
 PARALLEL TO THE WEST LINE OF STATE STREET, 90 FEET WEST OF THE
 EASTERLY LINE OF LOT 1 AND RUNNING FROM RANDOLPH STREET, TO THE
 1ST ALLEY SOUTH OF SAME WHICH RUNS PARALLEL THERETO, IN COOK
 COUNTY, ILLINOIS

17-09-450-007-0000

PARCEL 1: (TRUST NO. 105489)
 THE EAST 40 FEET OF LOT 5 IN THE ASSESSOR'S DIVISION OF LOTS 1,
 2, 7, AND 8 IN BLOCK 37 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9,
 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
 IN COOK COUNTY, ILLINOIS

12-09-450-006-0000

Description of the Real Estate

EXHIBIT A

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(695/EE)

PARCEL 8: (TRUST NO. 105488)
 THAT PART OF LOT 1 IN BLOCK 37 IN ORIGINAL TOWN OF CHICAGO BOUNDED
 AND DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF RANDOLPH
 STREET, AND THE NORTH LINE OF LOT 1 AFORESAID, AT A POINT 50 FEET
 EAST OF THE EAST LINE OF PRIVATE ALLEY LAID OUT THROUGH SAID LOT
 ACCORDING TO AGREEMENT BETWEEN WALTER S. GURNEE AND OTHERS' RE-
 CORDED OCTOBER 14, 1842 IN BOOK 8 OF DEEDS, PAGES 266 AND 267;
 THENCE RUNNING EAST ON SOUTH SIDE OF RANDOLPH STREET, AND THE
 NORTH LINE OF SAID LOT, 20 FEET; THENCE SOUTH ON A LINE PARALLEL
 WITH THE EAST LINE OF SAID PRIVATE ALLEY, 50 FEET; THENCE WEST
 LINE PARALLEL WITH THE SOUTH SIDE OF RANDOLPH STREET, AND NORTH
 LINE OF SAID LOT, 20 FEET; THENCE NORTH ON A LINE PARALLEL WITH
 THE EAST LINE OF SAID PRIVATE ALLEY, 50 FEET TO THE POINT OF
 BEGINNING, IN COOK COUNTY, ILLINOIS

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PARCEL 7: (TRUST NO. 105488)
 LOTS 1, 6 AND 7 IN THE ASSessor'S DIVISION OF LOTS 1, 2, 7 AND 8
 IN BLOCK 37 IN THE ORIGINAL TOWN OF CHICAGO TOGETHER WITH PRIVATE
 ALLEYS WEST OF AND ADJOINING LOT 6 AND NORTH OF AND ADJOINING LOT
 7 AND A STRIP OF LAND LYING BETWEEN THE EAST LINE OF LOTS 1, 6
 AND 7 OF ASSESSOR'S DIVISION AND THE WEST LINE OF STATE ST, AS
 ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS
 APPROVED MARCH 3, 1845 ALL IN COOK COUNTY, ILLINOIS

PARCEL 6: (TRUST NO. 105488)
 LOT 4 IN ASSessor'S DIVISION OF LOTS 1, 2, 7 AND 8 IN BLOCK 37 IN
 ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE
 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, OTHERWISE DESCRIBED AS
 FOLLOWS: THAT PART OF LOTS 1 AND 2 IN BLOCK 37 IN ORIGINAL TOWN
 OF CHICAGO DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH SIDE OF
 RANDOLPH STREET, ON THE NORTH LINE OF SAID LOT 2, AT A POINT
 WHERE THE EAST LINE OF PRIVATE ALLEY LAID OUT BY GURNEE AND OTHERS
 MEETS RANDOLPH ST, THENCE EAST ON THE NORTH LINE OF SAID LOTS 1
 AND 2 20 FEET, THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE
 OF SAID ALLEY 81 9/12 FEET, THENCE WEST ON A LINE PARALLEL WITH
 THE SOUTH LINE OF RANDOLPH ST 20 FEET TO THE EAST LINE OF SAID
 ALLEY 81 9/12 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY,
 ILLINOIS

PARCEL 5: (TRUST NO. 105489)
 THAT PART OF LOT 1 IN BLOCK 37 IN ORIGINAL TOWN OF CHICAGO,
 DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF RANDOLPH
 STREET, AT A POINT 20 FEET EAST OF THE EAST LINE OF PRIVATE ALLEY
 ESTABLISHED BY JOSEPH MATTESON AND OTHERS AND DESCRIBED IN AGREE-
 MENT RECORDED OCTOBER 14, 1842 AS DOCUMENT NUMBER 10380, IN BOOK
 8, PAGES 266 AND 267, THENCE EAST ON SOUTH LINE OF RANDOLPH STREET,
 20 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID PRIVATE
 ALLEY 81 FEET 9 INCHES; THENCE WEST PARALLEL WITH RANDOLPH STREET,
 20 FEET; AND THENCE NORTH TO THE POINT OF BEGINNING, IN COOK
 COUNTY, ILLINOIS

THE EAST LINE OF SAID PRIVATE ALLEY, 50 FEET TO THE POINT OF
 BEGINNING, IN COOK COUNTY, ILLINOIS

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