

87442669

SUBORDINATION AGREEMENT AND MODIFICATION
OF SENIOR LOAN DOCUMENTS

\$33.00

THIS AGREEMENT is made as of the 15th day of July, 1987 by Junior Lender (described below), Junior Assignee (described below), Senior Lender (described below), Borrower (described below), Land Trusts (described below) and Guarantor (described below).

* * * * *

Identification of Parties and Instruments:

Junior Lender-Name and Address: Metro North State Bank, a Missouri banking corporation
8320 North Oak Trafficway
Kansas City, Missouri 64155

Junior Assignee-Name and Address: Home Savings Association of Kansas City, N.A.
170 West 12th Street, Suite 500
Kansas City, Missouri 64105

Senior Lender-Name and Address: Hellel Financial, Inc., a Delaware corporation
200 North LaSalle Street, 9th Floor
Chicago, IL 60601

Borrower-Name and Address: Mid-Continent Builders, Inc.
600 Holiday Drive, Suite 300
Matteson, IL 60443

Land Trusts-Name: Pioneer Bank and Trust Company, not personally, but solely as Trustee under Trust Agreements dated June 1, 1982 and known as Trust No. 23207 and dated June 23, 1981 and known as Trust No. 22884

Guarantor-Name: Gerald A. Stillman

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:
Merle Teitelbaum Cowin, Esq.
Greenberger, Krauss & Jacobs
180 N. LaSalle St., Suite 2700
Chicago, Illinois 60601

COMMON ADDRESS OF PROPERTY:
Southwest Corner of Cicero
Highway and Lincoln Highway
Matteson, Illinois
Real Estate Tax Index Nos:
31-21-400-021,
31-21-400-022 and
31-21-400-015

7-15-87
L-9
D-7

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HV

By
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Junior Note-Aggregate
Amount of Seven Notes
and Date:

\$45,161,000 - July 15, 1987

Junior Mortgage-Date
and Recording
Information

July 15, 1987 - Recorded in Office of
Cook County, Illinois Recorder of Deeds
on August 11, 1987 as Document No.
87442666

Senior Note-Amount
and Date:

\$13,200,000 - November 7, 1986

Senior Mortgage-Date
and Recording
Information

November 7, 1986 - Recorded in Office
of Cook County, Illinois Recorder of
Deeds on November 26, 1986 as Document
No. 86563835

R E C I T A L S :

A. Borrower has executed and delivered the Junior Note made payable to the order of Junior Lender. The Junior Note is secured, among other things, by: (1) the Junior Mortgage, made by Land Trusts and Borrower in favor of Junior Lender and encumbering the real estate legally described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"); (2) the Continuing Unlimited Guaranty (the "Guaranty") made by Guarantor and others in favor of Junior Lender; and (3) the other subordinated documents and instruments listed on Exhibit B attached hereto and by this reference made a part hereof and affecting or relating to the Property (the "Other Junior Documents"); (the Junior Note, Junior Mortgage, Guaranty and the Other Junior Documents are hereinafter collectively referred to as the "Junior Loan Documents").

B. Borrower has executed and delivered the Senior Note made payable to the order of Senior Lender. The Senior Note is secured by: (1) the Senior Mortgage encumbering the Property; and (2) certain other documents and instruments (the "Other Senior Documents"); (the Senior Note, Senior Mortgage and Other Senior Documents are hereinafter collectively referred to as the "Senior Loan Documents").

C. Without the execution and delivery of this Agreement, the granting of the Junior Loan Documents constitutes a default under the Senior Loan Documents, and Senior Lender will consent to the Junior Loan Documents only upon execution and delivery of this Agreement by Junior Lender and Junior Assignee.

NOW, THEREFORE, to induce Senior Lender to consent to the Junior Loan Documents and for ten dollars and other good and

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valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Junior Lender, Junior Assignee, Senior Lender, Borrower, Land Trusts and Guarantor hereby agree that until the Senior Loan Documents have been paid and satisfied in full:

1. Consent to Junior Loan Documents. Subject to the covenants and agreements contained in this Agreement, Senior Lender consents to the granting of the Junior Loan Documents; provided, however, that in no event shall the Junior Mortgage and the Other Junior Documents secure more than \$4,000,000 of indebtedness.

2. Subordination of Instruments. Any and all of the: (a) Junior Loan Documents (and every amendment, modification, renewal and extension thereof); (b) indebtedness, liabilities, obligations, liens and security interests evidenced or created by the Junior Loan Documents or associated therewith; and (c) other indebtedness, liabilities and obligations of any kind whatsoever (whether now existing or hereafter arising) of Borrower to Junior Lender and Junior Assignee, are hereby subordinated to: (x) any and all of the Senior Loan Documents (and every amendment, modification, renewal and extension thereof); (y) all indebtedness, liabilities and obligations evidenced, secured by or created by the Senior Loan Documents or associated therewith, including, without limitation, future advances under the Senior Loan Documents, in whatever amounts and whenever made, other than an increase in the principal amount of the Senior Note which is not the result of advances made by Senior Lender pursuant to the provisions of the Senior Loan Documents; and (z) with respect to the Property, all other indebtedness, liabilities and obligations of any kind whatsoever (whether now existing or hereafter arising) of Borrower to Senior Lender.

3. Subordination of Payments. The payment of all amounts due and owing or coming due under the Junior Loan Documents (collectively, the "Junior Payments"), specifically including, without limitation:

(a) payments of insurance proceeds and condemnation, eminent domain or similar awards to be paid to or for the benefit of Junior Lender or Junior Assignee under the terms of any of the Junior Loan Documents affecting all or any portion of the Property; and

(b) rents, issues and profits from the Property paid or payable to Junior Lender or Junior Assignee,

are hereby and shall be subordinate to the payment in full of all amounts due and owing or coming due under the Senior Loan Documents (collectively, the "Senior Payments"), specifically including, without limitation: (x) payments of interest and

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principal under the Senior Note, (y) payments of insurance proceeds and condemnation, eminent domain or similar awards to be paid to or for the benefit of Senior Lender under the terms of any of the Senior Loan Documents, and (z) Senior Lender's interest in all rents, issues and profits from the Property.

4. Leases. The Junior Loan Documents and the lien created thereby shall be subject and subordinate to any and all existing and future leases affecting all or any portion of the Property.

5. Junior Payments Made After Default. No Junior Payment shall be made or accepted at any time on or after such time as Junior Lender shall have been notified by Senior Lender in writing by certified mail of any default by Borrower under any of the Senior Loan Documents. In the event Junior Lender or Junior Assignee receives any such payment, the same shall be received in trust for Senior Lender and immediately paid by Junior Lender or Junior Assignee, as applicable, to Senior Lender.

6. Insurance Proceeds and Condemnation Awards. Junior Lender and Junior Assignee shall have no right to participate in the adjustment or settlement of insurance losses and/or condemnation claims affecting all or any portion of the Property. Junior Lender and Junior Assignee hereby further agree, upon the request and at the direction of Senior Lender, to endorse in favor of Senior Lender any and all checks payable to Junior Lender and/or Junior Assignee which represent insurance or condemnation proceeds paid for claims relating to the Property in any way. Junior Lender and Junior Assignee hereby appoint Senior Lender as their respective attorney-in-fact, in their respective place and stead to settle all insurance claims relating to the Property and to receive all payments and endorse all checks with regard thereto to the full extent of all amounts secured by the Senior Loan Documents. Upon the occurrence of a casualty resulting in the total destruction of the Property, Junior Lender shall have the right, exercisable within 30 days after the date of such casualty, to purchase the Senior Loan Documents for an amount equal to all principal, accrued interest and other charges and amounts then due to Senior Lender under the Senior Loan Documents.

7. No Amendment; Notices. Junior Lender, Junior Assignee, Borrower, Land Trusts and Guarantor shall not amend or modify the Junior Mortgage or any other of the Junior Loan Documents affecting all or any portion of the Property without the prior written consent of Senior Lender. Junior Lender and Junior Assignee agree to give Senior Lender prompt written notice of the occurrence of an Event of Default under any of the Junior Loan Documents.

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8. Cross-Default. Junior Lender, Junior Assignee, Senior Lender, Borrower, Land Trusts and Guarantor acknowledge and agree that the occurrence of an Event of Default under the Junior Loan Documents shall constitute an Event of Default under the Senior Loan Documents and that an Event of Default under the Senior Loan Documents shall constitute an Event of Default under the Junior Loan Documents.

9. Acknowledgment of Subordination. Borrower, Land Trusts and Guarantor agree to be bound by the terms and provisions of this Agreement, to mark their respective books and records so as to clearly indicate that the Junior Payments and Junior Loan Documents are subordinated to the Senior Payments and Senior Loan Documents in accordance with the terms of this Agreement, to make no payments or distributions contrary to the terms and provisions of this Agreement, and to do every other act and thing necessary or appropriate to carry out such terms and provisions. In the event of any violation of any of the terms and provisions of this Agreement by reason of any act or omission within the direct or indirect control of Borrower, Land Trusts or Guarantor then, at the election of Senior Lender, any and all obligations of Borrower, Land Trusts and Guarantor to Senior Lender shall forthwith become due and payable and any and all agreements of Senior Lender to make loans thereto shall forthwith terminate.

10. Compliance with Junior Loan Documents. Borrower, Land Trusts and Guarantor covenant and agree to promptly perform and comply with their respective obligations, liabilities and agreements under the Junior Loan Documents, and will not permit to occur any default or breach thereunder. Borrower shall promptly give Senior Lender written notice of the occurrence of any event which does or would with the passage of time or the giving of notice, or both, constitute a default under any of the Junior Loan Documents.

11. Installation of Traffic Signal. Borrower agrees to use its reasonable, diligent best efforts to obtain all necessary governmental approvals of a traffic signal to be located on Lincoln Highway approximately 750 feet west of the intersection of Lincoln Highway and Cicero Avenue. Upon receipt of such approvals, Borrower shall cause such signal to be installed as soon thereafter as is reasonably practical.

12. Ratification and Confirmation. Borrower, Land Trusts and Guarantor hereby ratify and confirm their respective obligations and liabilities under the Senior Loan Documents and the liens and security interests created thereby, and acknowledge and agree that none of them has any rights of set-off, defenses or claims to the enforcement by Senior Lender of the Senior Note and the other Senior Loan Documents.

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13. Waiver of Notices, Defenses, etc. Junior Lender and Junior Assignee hereby waive: (i) notice of acceptance by Senior Lender of this Agreement; (ii) except to the extent expressly provided herein, notice of the non-payment of all or any of the Senior Payments; (iii) all diligence by Senior Lender in collection or protection of or realization upon the Senior Loan Documents; and (iv) any protest, defense, claim or objection to or in any way relating to any amendment, modification, renewal or extension of the terms and provisions of any of the Senior Loan Documents, including, without limitation, any increase in or extension of time for the Senior Payments evidenced or secured thereby, other than an increase in the principal amount of the Senior Note which is not the result of advances made by Senior Lender pursuant to the provisions of the Senior Loan Documents.

14. Action Taken by Senior Lender. Senior Lender may, from time to time, whether before or after any discontinuance of this Agreement, at its sole discretion and without notice to Junior Lender or Junior Assignee, take any or all of the following actions: (i) retain or obtain a security interest in the Property or any other property to secure any of the obligations or liabilities created by or associated with the Senior Loan Documents; (ii) retain or obtain the primary or secondary obligation of any other obligor or obligors with respect to any of the obligations or liabilities created by or associated with the Senior Loan Documents; and (iii) extend or renew (for one or more periods) or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property.

15. Take-Out Obligations of Junior Lender and Junior Assignee. Upon the first to occur of (i) the occurrence of an Event of Default under the Senior Loan Documents, (ii) July 26, 1989, if on or before such date, Borrower has failed to deliver to Senior Lender a written absolute, unconditional commitment (the "Commitment") issued by Junior Lender, Junior Assignee or a third party lender for a mortgage loan on the Property in an amount sufficient to pay and satisfy in full all amounts owing to Senior Lender under the Senior Loan Documents on November 26, 1989, said Commitment to be reasonable acceptable in form and substance to Senior Lender, (iii) the termination of the Commitment for any reason whatsoever, (iv) November 26, 1989, if the issuer of the Commitment fails to pay and satisfy in full all amounts owing to Senior Lender under the Senior Loan Documents on or before such date for any reason or no reason whatsoever, or (v) the occurrence of an Event of Default under the Junior Loan Documents; Junior Lender and Junior Assignee absolutely and unconditionally agree that they will, within ten days after written demand from Senior Lender, pay to Senior Lender, by wire transfer of immediately available federal funds, all principal, accrued interest and other charges and amounts then due to Senior Lender under the Senior Loan

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Documents. In the event Junior Lender or Junior Assignee makes timely payment of the amounts described in the preceding sentence, Senior Lender shall, concurrently with such payment, assign the Senior Loan Documents to Junior Lender or Junior Assignee, as applicable, without representation, warranty or recourse. In the event Junior Lender and Junior Assignee fail to perform their covenants and agreements pursuant to this Paragraph 15, Senior Lender may, at its sole discretion, without further notice to Junior Lender or Junior Assignee, (i) direct Chicago Title & Trust Company, as escrowee, to deliver to Senior Lender the releases of the liens of the Junior Mortgage and any other Junior Loan Documents covering all or any portion of the Property which are being deposited with Chicago Title & Trust Company, as escrowee, concurrently herewith, (ii) with or without releasing and extinguishing the Senior Mortgage or the liens or security interests created by the Senior Loan Documents, cause title in and to all or any portion of the Property (or any interest of any kind therein, including, without limitation, a beneficial interest in a land trust) to be transferred, assigned or conveyed to a nominee for Senior Lender; and/or (iii) take possession of the Property and take all actions necessary to operate and maintain the Property, including, without limitation, the right to complete construction of the improvements located on the Property and the right to lease or sell all or any portion of the Property or any interest in the Property, without Senior Lender's having any obligation to commence a foreclosure proceeding or have a receiver appointed. Junior Lender and Junior Assignee hereby waive the right to assert any and all claims and defenses against Senior Lender relating to or arising from any action taken by Senior Lender pursuant to the preceding sentence, including, without limitation, the right to assert that the Senior Mortgage was merged into any deed or instrument of conveyance to a nominee for Senior Lender; provided, however, that the foregoing waiver shall not apply to the fraudulent acts of Senior Lender. Junior Lender and Junior Assignee hereby waive any right to have a receiver appointed in connection with any foreclosure action filed by Senior Lender against the Property.

16. Assignment by Senior Lender. Senior Lender may, from time to time, whether before or after any discontinuance of this Agreement, at its discretion and without notice to Junior Lender or Junior Assignee, assign or transfer any or all of the Senior Payments or any interest therein and/or any or all of the Senior Loan Documents, or any interest therein, and notwithstanding any such assignment or transfer or subsequent assignment or transfer thereof, the Senior Payments and Senior Loan Documents shall be and remain Senior Payments and Senior

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Loan Documents for the purposes of this Agreement. In connection therewith, Senior Lender agrees to have such assignee assume in writing all of Senior Lender's agreements, obligations and covenants contained in this Agreement.

17. Prohibition of Assignment by Junior Lender and Junior Assignee. Junior Lender and Junior Assignee shall not, without the prior written consent of Senior Lender, assign or transfer any or all of the Junior Payments or any interest therein and/or any or all of the Junior Loan Documents, or any interest therein, provided, however, that (i) Senior Lender hereby approves a transfer and assignment of the Junior Payments and the Junior Loan Documents from Junior Lender to Junior Assignee, provided, that concurrently with and as a condition to such transfer and assignment, Junior Assignee shall execute and deliver to Senior Lender an agreement, acceptable to Senior Lender in form and substance, assuming all of the obligations and liabilities of Junior Lender under this Agreement and agreeing to be bound by all the terms and conditions contained herein, (ii) Senior Lender hereby approves Junior Lender and/or Junior Assignee selling participating interests in the Junior Loan to affiliates thereof, provided, that concurrently with and as a condition to such sale, Junior Lender and Junior Assignee shall deliver a copy of this Agreement to such participant and such participant shall acknowledge receipt thereof, and (iii) no transfer, assignment or sale permitted under (i) or (ii) above shall release Junior Lender or Junior Assignee from any of its obligations and liabilities under this Agreement.

18. Authority and Capacity. Junior Lender and Junior Assignee hereby represent and warrant to Senior Lender that each has all requisite legal and regulatory authority and capacity to perform their respective obligations under this Agreement, without the consent of any third party.

19. Notices. Any notices which may be given hereunder shall be deemed given when personally delivered and receipted for or two days after deposited in the United States mail, certified or registered mail, return receipt requested, properly addressed to the respective address set forth on the first page of this Agreement.

20. Execution of Additional Documents. Junior Lender and Junior Assignee agree, at the sole cost and expense of Borrower, to execute such further documents and instruments and take such further actions as Senior Lender may request from time to time to carry out the intent of this Agreement upon amendment, modification, renewal or extension of the Senior Loan Documents, other than an amendment of the Senior Note

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which is not the result of advances made by Senior Lender pursuant to the provisions of the Senior Loan Documents; provided, however, the failure or refusal of Junior Lender or Junior Assignee to execute any such document shall not in any manner render any of the provisions of Paragraph 13(iv) hereof ineffective.

21. Waiver of Right of Subrogation. Junior Lender and Junior Assignee hereby waive and release in favor of Senior Lender any and all rights or claims of subrogation which they may have or acquire as a result of their advancing funds for any purpose under the Junior Loan Documents or otherwise.

22. Governing Law, etc. This Agreement shall be construed in accordance with and governed by the laws of the state in which the Property is located. Wherever 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 such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The captions herein are for purposes of convenience only.

23. Land Trustee Exculpation. This Agreement is executed by Pioneer Bank and Trust Company, not personally, but as Trustee of Trust Nos. 23207 and 22884, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Bank to perform any covenant either express or implied herein contained, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder.

24. Counterparts. This Agreement may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same instrument.

25. Binding Effect. This Agreement shall be binding upon Junior Lender, Junior Assignee, Senior Lender, Borrower, Land Trusts, Guarantor and their respective heirs, legatees, legal representatives, permitted successors and permitted assigns and shall inure to the benefit of Junior Lender, Junior Assignee, Senior Lender and their respective permitted successors and

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permitted assigns. The obligations and liabilities of Junior Lender and Junior Assignee under this Agreement are and shall be joint and several.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

METRO NORTH STATE BANK, a
Missouri banking corporation

By: [Signature]

Title: Vice President

Attest: [Signature]

Title: Secretary

HOME SAVINGS ASSOCIATION OF
KANSAS CITY, N.A.

By: [Signature]

Title: Sr. Vice President

Attest: [Signature]

Title: Asst. Secretary

HELLER FINANCIAL, INC.,
Delaware corporation

By: _____

Title: _____

Attest: _____

Title: _____

Property of Cook County Clerk's Office

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MAY 11 1955
ILLINOIS
RECORD

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permitted assigns. The obligations and liabilities of Junior Lender and Junior Assignee under this Agreement are and shall be joint and several.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

METRO NORTH STATE BANK, a
Missouri banking corporation

By: _____

Title: _____

Attest: _____

Title: _____

HOME SAVINGS ASSOCIATION OF
KANSAS CITY, N.A.

By: _____

Title: _____

Attest: _____

Title: _____

HELLER FINANCIAL, INC., a
Delaware corporation

By: Ditany R. Silberman

Title: SR Vice President

Attest: Dennis J. [Signature]

Title: ASST. SECTY.

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This document is made by the Pioneer Bank & Trust Company as Trustee and accepted upon the express understanding that the Pioneer Bank & Trust Company enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Pioneer Bank & Trust Company because of or on account of the making or executing this document or of anything therein contains, all such liability, if any being expressly waived, nor shall the Pioneer Bank & Trust Company be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.

PIONEER BANK AND TRUST COMPANY,
not personally, but solely as
Trustee of Trust Nos. 23207 and
22884

By: [Signature]

Title: VICE PRESIDENT

Attest: [Signature]

Title: ASST SECRETARY

MID-CONTINENT BUILDERS, INC.,
an Illinois corporation

By: _____

Title: _____

Attest: _____

Title: _____

Gerald A. Stillman

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PIONEER BANK AND TRUST COMPANY,
not personally, but solely as
Trustee of Trust Nos. 23207 and
22884

By: _____

Title: _____

Attest: _____

Title: _____

MID-CONTINENT BUILDERS, INC.,
an Illinois corporation

By: Gerald A. Stillman

Title: President

Attest: Gerald A. Stillman

Title: Corporate Secretary

Gerald A. Stillman
Gerald A. Stillman

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STATE OF MISSOURI)
COUNTY OF Jackson) SS.

I, Karen S. Copenhagen, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Angela Wasson and Patricia St. John, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as Vice President and Secretary of Metro North State Bank, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own, free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of August, 1987.

Karen S. Copenhagen
Notary Public

My Commission Expires:

May 27, 1989

KAREN S. COPENHAVER
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires May 27, 1989

STATE OF MISSOURI)
COUNTY OF Jackson) SS.

I, Karen S. Copenhagen, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Tommy Wells and Diana B. Butler, who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as Vice President and Asst. Secretary of Home Savings Association of Kansas City, N.A., appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own, free and voluntary act and as the free and voluntary act of said Association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of August, 1987.

Karen S. Copenhagen
Notary Public

My Commission Expires:

May 27, 1989

KAREN S. COPENHAVER
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires May 27, 1989

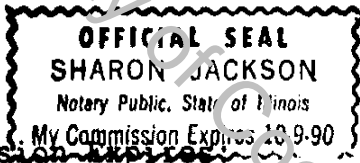
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, SHARON JACKSON, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that BARBARA A. CLEVELINGER and Phyllis Robinson, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as VICE PRESIDENT and ASST SECRETARY of Pioneer Bank and Trust Company, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own, free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of August, 1987.



Sharon Jackson
Notary Public

My Commission Expires 10-9-90

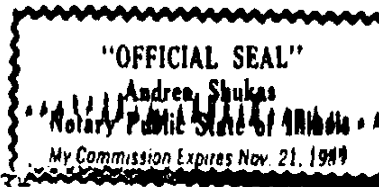
STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, Andrea Shukas, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Gerald R. Stillman and Leva K. Stillman, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as President and Corporate Secretary of Mid-Continent Builders, Inc., appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 5th day of August, 1987.

Andrea Shukas
Notary Public

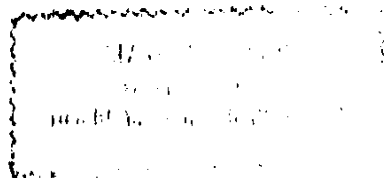
My Commission Expires:



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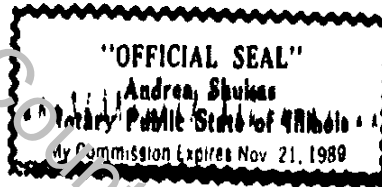
STATE OF ILLINOIS)
COUNTY OF DuPage) SS.

I, Andrea Shukas, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Gerald A. Stillman, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 5th day of August, 1987.

Andrea Shukas
Notary Public

My Commission Expires



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Susan Farley, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that ~~Ritany Schlegman~~ and ~~Dennis Holland~~, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as Senior Vice President and Assistant Secretary of Heller Financial, Inc., appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own, free, and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of August, 1987.

Susan Farley
Notary Public



Cook County Clerk's Office

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[TOWNCENTER]

EXHIBIT "A"

PARCEL 1:

LOT 13 IN TOWNCENTER RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 3 IN TOWNCENTER SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF TOWNCENTER RESUBDIVISION NO. 1 FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON FEBRUARY 10, 1983 AS DOCUMENT NUMBER 26503820.

31-21-400-021 HBC Jm

PARCEL 2:

LOT 14 IN TOWNCENTER RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 4 IN TOWNCENTER SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF TOWNCENTER RESUBDIVISION NO. 1 FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON FEBRUARY 10, 1983 AS DOCUMENT NUMBER 26503820.

*31-21-400-022 Jm
HBC*

PARCEL 3:

LOT 5 IN TOWNCENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JUNE 24, 1982 AS DOCUMENT 26270570.

31-21-400-015 Jm

PARCEL 4:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 1 FOR INGRESS AND EGRESS, DELIVERY, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, AND THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF "UTILITY LINES", CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED SEPTEMBER 28, 1981 ("REAOA") FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS (THE "PUBLIC OFFICE") ON OCTOBER 9, 1981 AS DOCUMENT 26024748) WHICH REAOA WAS AMENDED BY THAT CERTAIN FIRST RESTATEMENT OF RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED AS OF SEPTEMBER 28, 1981 ("FROEAOA") FILED FOR RECORD IN THE PUBLIC OFFICE ON FEBRUARY 10, 1983 AS DOCUMENT 26503823, IN, OVER, ALONG, ACROSS AND UNDER THE "COMMON AREAS" OF PARCEL 2, PARCEL 3, AND PARCEL 4 HEREIN AND THE "COMMON AREAS" OF LOTS 4 AND 7 IN TOWNCENTER SUBDIVISION, ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION, AS AFORESAID, ALL AS DEFINED IN THE FROEAOA OR AS SHOWN ON THE SITE PLAN ATTACHED TO THE FROEAOA AND MARKED "SCHEDULE C".

HAO Jm

PARCEL 5:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 2 FOR INGRESS AND EGRESS, DELIVERY, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, AND THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF

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"UTILITY LINES", CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED SEPTEMBER 28, 1981 ("REAOA") FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS (THE "PUBLIC OFFICE") ON OCTOBER 9, 1981 AS DOCUMENT 26024548, WHICH REAOA WAS AMENDED BY THAT CERTAIN FIRST RESTATEMENT OF RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED AS OF SEPTEMBER 28, 1981 ("FROREAOA") FILED FOR RECORD IN THE PUBLIC OFFICE ON FEBRUARY 10, 1983 AS DOCUMENT 26503823, IN, OVER, ALONG, ACROSS AND UNDER THE "COMMON AREAS" OF PARCEL 1, PARCEL 3, AND PARCEL 4 HEREIN AND THE "COMMON AREAS" OF LOTS 4 AND 7 IN TOWNCENTER SUBDIVISION, ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION, AS AFORESAID, ALL AS DEFINED IN THE FROREAOA OR AS SHOWN ON THE SITE PLAN ATTACHED TO THE FROREAOA AND MARKED "SCHEDULE C".

PARCEL 6:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO PARCEL 3 FOR INGRESS AND EGRESS, DELIVERY, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, AND THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF "UTILITY LINES", CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED SEPTEMBER 28, 1981 ("REAOA") FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS (THE "PUBLIC OFFICE") ON OCTOBER 9, 1981 AS DOCUMENT 26024548, WHICH REAOA WAS AMENDED BY THAT CERTAIN FIRST RESTATEMENT OF RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED AS OF SEPTEMBER 28, 1981 ("FROREAOA") FILED FOR RECORD IN THE PUBLIC OFFICE ON FEBRUARY 10, 1983 AS DOCUMENT 26503823, IN, OVER, ALONG, ACROSS AND UNDER THE "COMMON AREAS" OF PARCEL 1, PARCEL 2, AND PARCEL 4 HEREIN AND THE "COMMON AREAS" OF LOTS 4 AND 7 IN TOWNCENTER SUBDIVISION, ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION, AS AFORESAID, ALL AS DEFINED IN THE FROREAOA OR AS SHOWN ON THE SITE PLAN ATTACHED TO THE FROREAOA AND MARKED "SCHEDULE C".

PARCEL 7:

PETPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 1 FOR THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF PRESENT AND FUTURE "UTILITY LINES", AS DEFINED IN AND AS CREATED BY THAT CERTAIN EASEMENT AND OPERATION AGREEMENT DATED JUNE 30, 1983 ("EOA") AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 14, 1983 AS DOCUMENT 26688313, IN, OVER, ACROSS AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOTS 2 AND 9 IN TOWNCENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 9, 1981 AS DOCUMENT 26024524 AND CORRECTED BY PLAT RECORDED JUNE 24, 1982 AS DOCUMENT 26270570, TOGETHER

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WITH THAT PART OF LOT 12 IN TOWNCENTER RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 3 IN TOWNCENTER SUBDIVISION AFORESAID, ACCORDING TO THE PLAT OF TOWNCENTER RESUBDIVISION NO. 1 RECORDED FEBRUARY 10, 1983 AS DOCUMENT 26503820, LYING EAST OF A LINE DRAWN 25.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOT 13 IN THE AFORESAID TOWNCENTER RESUBDIVISION NO. 1, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 2 FOR THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF PRESENT AND FUTURE "UTILITY LINES", AS DEFINED IN AND AS CREATED BY THAT CERTAIN EASEMENT AND OPERATION AGREEMENT DATED JUNE 30, 1983 ("EOA") AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 24, 1983 AS DOCUMENT 26688313, IN, OVER, ALONG, ACROSS AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOTS 2 AND 9 IN TOWNCENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 9, 1981 AS DOCUMENT 26024524 AND CORRECTED BY PLAT RECORDED JUNE 24, 1982 AS DOCUMENT 26270570, TOGETHER WITH THAT PART OF LOT 12 IN TOWNCENTER RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 3 IN TOWNCENTER SUBDIVISION AFORESAID, ACCORDING TO THE PLAT OF TOWNCENTER RESUBDIVISION NO. 1 RECORDED FEBRUARY 10, 1983 AS DOCUMENT 26503820, LYING EAST OF A LINE DRAWN 25.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOT 13 IN THE AFORESAID TOWNCENTER RESUBDIVISION NO. 1, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 3 FOR THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF PRESENT AND FUTURE "UTILITY LINES", AS DEFINED IN AND AS CREATED BY THAT CERTAIN EASEMENT AND OPERATION AGREEMENT DATED JUNE 30, 1983 ("EOA") AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 14, 1983 AS DOCUMENT 26688313, IN, OVER, ALONG, ACROSS, AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOTS 2 AND 9 IN TOWNCENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 9, 1981 AS DOCUMENT 26024524 AND CORRECTED BY PLAT RECORDED JUNE 24, 1982 AS DOCUMENT 26270570, TOGETHER WITH THAT PART OF LOT 12 IN TOWNCENTER RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 3 IN TOWNCENTER SUBDIVISION AFORESAID, ACCORDING TO THE PLAT OF TOWNCENTER RESUBDIVISION NO. 1 RECORDED FEBRUARY 10, 1983 AS DOCUMENT 26503820, LYING EAST OF A LINE DRAWN 25.00 FEET WEST

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OF AND PARALLEL WITH THE WEST LINE OF LOT 13 IN THE AFORESAID TOWNCENTER RESUBDIVISION NO. 1, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 1 FOR THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR AND RELOCATION OF ANY AND ALL PRESENT AND FUTURE UNDERGROUND UTILITIES, INCLUDING SEWERS, WATER AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES NEEDED TO SERVE THE "SHOPPING CENTER", AS DEFINED IN AND AS CREATED BY THAT CERTAIN EASEMENT AND OPERATION AGREEMENT DATED AS OF SEPTEMBER 28, 1983 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 29, 1983, AS DOCUMENT 26878023, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

LOT 7 IN TOWNCENTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 26270570 ON JUNE 24, 1982 IN COOK COUNTY, ILLINOIS

PARCEL 11:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 2 FOR THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR AND RELOCATION OF ANY AND ALL PRESENT AND FUTURE UNDERGROUND UTILITIES, INCLUDING SEWERS, WATER AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES NEEDED TO SERVE THE "SHOPPING CENTER", AS DEFINED IN AND AS CREATED BY THAT CERTAIN EASEMENT AND OPERATION AGREEMENT DATED AS OF SEPTEMBER 28, 1983 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 29, 1983 AS DOCUMENT 26878023, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

LOT 7 IN TOWNCENTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 26270570 ON JUNE 24, 1982 IN COOK COUNTY, ILLINOIS.

PARCEL 12:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 3 FOR THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR AND RELOCATION OF ANY AND ALL PRESENT AND FUTURE UNDERGROUND UTILITIES, INCLUDING SEWERS, WATER AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES NEEDED TO SERVE THE "SHOPPING CENTER", AS DEFINED IN AND AS CREATED BY THAT CERTAIN EASEMENT AND OPERATION AGREEMENT DATED AS OF SEPTEMBER 28, 1983 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON

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NOVEMBER 29, 1983 AS DOCUMENT 26878023, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

LOT 7 IN TOWNCENTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 26270570 ON JUNE 24, 1982 IN COOK COUNTY, ILLINOIS.

PANEL 13:

THE SOUTH 30 FEET OF LOT 4 (FORMERLY PART OF LOT 3) IN TOWNCENTER SUBDIVISION. BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF CORRECTION RECORDED JUNE 24, 1982 AS DOCUMENT 26270570. IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

Subordinated Assignment of Rents, Leases and Other Benefits
Collateral Assignment of Beneficial Interest in Land Trust
Security Agreement
UCC-1 and UCC-2 Financing Statements
Collateral Assignment of Management Contract

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