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ATTORNMEN T and SUBORDINATION
AGREEMENT

87016228

This Agreement, made this 17 day of December, 1986
by and between CRESTWOOD CLUB ALPINE, INC., an IL Corp.,
hereinafter referred to as Lessee, and WILLIAM C. PICKHAM,
hereinafter referred to as Note Holder.

WHEREAS, by a certain lease dated DEC. 1, 1984
the owner of the lands and promises hereinafter mentioned, demised
and leased to Lessee, all that tract or parcel of land and premises
legally described as follows:

The Easterly 165 Feet of that Part of the Southwest
1/4 of the Southwest 1/4 of Section 34, Township 37
North, Range 13, East of the Third Principal Meridian
(Except the South 940 Feet Thereof) Lying South of the
Southerly Right of Way Line of Route 83, In Cook County,
Illinois, commonly known as 4500 Cal Sag Road, Crestwood, IL.

W. 1/2 S. W. 1/4
24-34-302-008-0000

Said lease is attached hereto as Exhibit A, and by this reference
is incorporated into this Agreement as if fully set forth herein.

WHEREAS, BREMEN BANK AND TRUST COMPANY, not personally
but as Trustee under Trust Agreement dated November 17, 1986, and
known as Trust No. 86-2867 has executed a Trust Deed, covering the
said property and other properties to CHICAGO TITLE AND TRUST COMPANY,
an IL Corporation, as Trustee as security for an indebtedness repre-
sented by a note in the principal sum of ONE HUNDRED FIFTY THOUSAND
AND NO/100 (\$150,000.00) DOLLARS which note is held by Note Holder.

WHEREAS, Note Holder, as a condition to the making of the
aforesaid loan has required this subordination of the Lessee's
lessehold interest in the said property to the lien of said Trust
Deed, which subordination the Lessee is willing to execute in
order to facilitate the closing of the said loan.

WHEREAS, Lessee, as a condition to subordinating its

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leasehold interest in all or part of the premises herein described to the lien of the aforesaid Trust Deed, has required that the Lessee's right of possession to the premises shall not be disturbed by the Note Holder, or a third party in the exercise of any rights under the aforesaid Trust Deed or the note secured thereby which protection the said Note Holder is willing to do in order to have the Lessee subordinate the Lease.

NOW THEREFORE, in consideration of the foregoing and of the sum of ONE DOLLAR (\$1.00) paid by the Note Holder to the Lessee, the receipt whereof is hereby acknowledged, the parties mutually agree as follows:

1. The said Lessee covenants to and agrees with the Note Holder that all Lessee's right, title, and interest in and under the aforesaid Lease and any renewal or extension thereof is and shall be subject and subordinate to the lien of the aforesaid Trust Deed, and to all rights, title and interest granted by said mortgagor and any renewal or extension thereof, in the same manner and to the same extent as if such lease had been executed subsequent to the execution, delivery and recording of the aforesaid Trust Deed.

2. The Note Holder covenants to and agrees with the Lessee that the right of possession of Lessee to the aforesaid described premises in the event that the Note Holder or any other person acquires title to the premises pursuant to the exercise of any remedy provided for in the aforesaid Trust Deed and provided that Lessee is not then in default under the Lease, shall not be disturbed by the Note Holder in the exercise of any rights under the aforesaid Trust Deed or note secured thereby.

3. Lessee covenants and agrees to attorn to the Note Holder or any other purchaser of the foreclosure sale as its new landlord and the Lease shall continue in full force and effect as a direct lease between Lessee and Note Holder or such other person upon all the terms, covenants, conditions, and

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agreements set forth in the Lease. However, in no event shall the Note Holder, or other person be

- (a) Liable for any act or omission of the Landlord;
- (b) Subject to any offsets or deficiencies which the Lessee might be entitled to assert against the Landlord;
- (c) Bound by any payment of rent or additional rent made by the Lessee to the Landlord for more than one month in advance; or
- (d) Bound by any amendment or material modification of the Lease made without the consent of the Note Holder.

4. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of either party hereto.

5. Lessee certifies that there are no known defaults on the part of the Landlord under the Lease, that the Lease has not been amended, is a complete statement of the agreement of the parties thereto with respect to the letting of the leased premises and that all the agreements and provisions therein contained are in full force and effect.

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

The Agreement shall inure to the benefit of and be binding upon the parties hereto their successors, assigns, heirs, and administrators.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year above set forth.

CRESTMWOOD CLUB ALPINE, INC.

BY [Signature]
PRESIDENT

[Signature]
PRESIDENT

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

LEASE (Illinois)

No. 22
July, 1967

GEORGE E. COLE*
LEGAL FORMS

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THIS INDENTURE, Made this 1st day of December, 1986 Between:

Bremen Bank & Trust 86-2867, Lessor, and
Crestwood Club Alpine, Inc., Lessee.

WITNESSETH, that Lessor has demised and leased to Lessee the Premises, situated in 4500 Cal Sag Rd.

Crestwood County of Cook

and State of Illinois known and described as follows:

Club Alpine, Lounge

TO HAVE AND TO HOLD the same, unto Lessee, from the 1st

day of December 1986 to the 30th day of Nov. 19 . And Lessee in consideration of said demise, does covenant and agree with Lessor as follows:

FIRST. — To pay to Lessor at 4500 Cal Sag Rd., Crestwood, Ill.

as rent for the Premises for said term the sum of: Two Thousand Three Hundred & no/100

Dollars (\$ 2300.00)

payable in advance in equal monthly installments upon the first day of each and every month during the term hereof.
SECOND. — That he has examined and knows the condition of the Premises; and has received the same in good order and repair, and that he will keep the Premises in good repair during the term of this lease, at his own expense; and upon the termination of this lease will yield up the Premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted).

THIRD. — That he will not sublet the Premises, nor any part thereof, nor assign this lease without the prior written consent of Lessor.

FOURTH. — To pay (in addition to the rents above specified) all water rents taxes, levied or charged on the Premises, for and during the time for which this lease is granted also all real estate taxes, utilities, repairs, maintenance, etc.

Lessee hereby irrevocably constitutes _____ or any attorney of any Court of Record, attorney for Lessee in Lessee's name, on default by Lessee of any of the covenants herein, to enter Lessee's appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against Lessee in favor of Lessor or Lessor's assigns for forcible detainer of the Premises, with costs of said suit; and also to enter the appearance in such court of Lessee, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to Lessor or Lessor's assigns by the terms of this lease, with costs, and reasonable attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; Lessee hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

In case the Premises shall be rendered untenable by fire or other casualty, Lessor, may, at his option, terminate this lease, or repair the Premises within thirty days, and failing so to do or upon the destruction of the Premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

IN PRESENCE OF

James R. Gehl (SEAL)

Christine M. Gehl (SEAL)

(SEAL)

EXHIBIT A

REC'D FORMS
NOV 11 1986
86016228

LEASE

FROM

TO

GUARANTEE

For value received _____ hereby guarantee the payment of the rent and the performance of the covenants and agreements of Lessee in the within Lease, in manner and form as in said Lease provided. Witness _____ hand and seal this _____ day of _____, 19____ (SEAL)

ASSIGNMENT AND ACCEPTANCE

For value received _____ hereby assign all _____ right, title and interest in and to the within Lease unto _____ heirs and assigns, and in consideration of the consent to this assignment by the Lessor _____ guarantee the performance by said _____ of all the covenants on the part of Lessee in said Lease mentioned. Witness _____ hand and seal this _____ day of _____, 19____ (SEAL)

In consideration of the above assignment and the written consent of Lessor thereto, _____ hereby assume and agree to make all payments and perform all the covenants and conditions of the within Lease, by Lessee to be made and performed. Witness _____ hand and seal this _____ day of _____, 19____ (SEAL)

CONSENT TO ASSIGNMENT

_____ hereby consent to the assignment of the within Lease to _____ on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of Lessee as therein mentioned, and that no further assignment of said Lease or subletting of the premises or any part thereof shall be made without _____ written assent first had thereto. Witness _____ hand and seal this _____ day of _____, 19____ (SEAL)

LESSOR'S ASSIGNMENT

In consideration of One Dollar to _____ in hand paid, _____ hereby transfer, assign and set over to _____ and assigns _____ interest in the within Lease, and the Rent thereby secured. Witness _____ hand and seal this _____ day of _____, 19____ (SEAL)

GEORGE E. COLE
LEGAL FORMS

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BOOK COUNTY RECORDING
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