



149920-17
PREPARED BY: MAIL TO PREPARER
STEPHEN H. MALATO, ESQ.
Hinshaw, Culbertson, Moelmann,
Hoban & Fuller
222 North LaSalle, Suite 300
Chicago, Illinois 60601

HN Loan Number: IL.00875
The Laredo Plaza Shopping
Center at the Northwest
Corner of Dundee and Baldwin
Roads, Palatine, Illinois

P.I.N.: 02-01-302-020

SUBORDINATION AND ATTORNMEN T AGREEMENT

THIS SUBORDINATION AND ATTORNMEN T AGREEMENT made this 20TH
day of OCT., 1988 between:

Household Bank, f.s.b.

herein for convenience referred to as "Mortgagee", and

Chinese Dynasty Corporation

herein for convenience referred to as "Tenant";

R E C I T A L S:

A. Pursuant to the terms and conditions of lease agreement
dated October 22, 1984, between:

American National Bank & Trust Co. as Trustee under Trust #57277

as landlord ("Landlord") and Tenant, as tenant, ("Lease
Agreement"), Tenant leased from Landlord the premises legally
described on Exhibit "A" attached hereto and made a part hereof
("Leased Premises").

B. To evidence a loan made by Mortgagee to Landlord in the
principal amount of FOUR MILLION TWO HUNDRED FORTY TWO THOUSAND
TWO HUNDRED FORTY TWO AND NO/100 DOLLARS (\$4,242,242.00)
("Loan"), Landlord executed its note dated October 18, 1988,
1988, payable to the order of Mortgagee, in the full amount of
Loan, which is secured by mortgage, in favor of Mortgagee,
conveying the premises legally described on Exhibit "B" attached
hereto and made a part hereof ("Entire Premises") (of which
Leased Premises is a part), recorded in the Office of the
Recorder of Deeds of Cook County, Illinois as Document
Number 88-496324 ("Mortgage").

C. As a condition to the initial disbursement of the pro-
ceeds of Loan, Mortgagee requires that the interest of Tenant in
and to Leased Premises and Lease Agreement be subordinated to the
lien of Mortgage.

0085800

88498878

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. Lease Agreement is and shall continue hereafter to be subject and subordinate to the lien of Mortgage.

2. In the event Mortgagee or its successors, assigns, nominees or any party claiming by, through or under Mortgagee (collectively "Successors") shall succeed to the rights of Landlord pursuant to Lease Agreement:

a). upon request Tenant will attorn to Mortgagee or Successors and will perform, for the benefit of Mortgagee or Successors, all of the terms, covenants and conditions contained in Lease Agreement to be kept and performed by it and shall, at the request of Mortgagee or Successors, execute and deliver a written agreement of attornment; and

b). If Mortgagee or Successors request Tenant to attorn to Mortgagee or Successors, Mortgagee or Successors shall not be (i) liable for any act or omission of Landlord or any prior landlord; (ii) subject to any offsets or defenses which Tenant may have against Landlord or any prior Landlord (including Landlord); or (iii) bound by any prepayment of rent or additional rent which Tenant may have paid for more than the current month to Landlord or any prior landlord.

3. The term "Mortgagee" shall mean the holder of Mortgage (as the same may be assigned from time to time) and the term "Mortgage" shall mean Mortgage (as the same may be renewed, modified, replaced, extended or consolidated with mortgages placed on Entire Premises, dated subsequent to the date of Lease Agreement).

4. Any and all notices to be given pursuant hereto shall be sufficient if in writing and delivered personally, by "over-night courier service providing one (1) day delivery (which shall be deemed received on the date of delivery thereof) or mailed by United States certified or registered mail, postage prepaid (which shall be deemed received three [3] days following the postmark dates thereof), addressed to Mortgagee and Tenant as follows:

If to Mortgagee, at 2700 Sanders Road, Prospect Heights, Illinois 60070

88498878

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

If to Tenant, at 1184 East Dundee Road
Palatine, Illinois 60067

5. This agreement and the covenants, conditions and promises herein contained shall inure to the benefit of and be binding upon Mortgagee and Tenant, their respective successors, assigns, grantees and legal representatives.

IN WITNESS WHEREOF, Mortgagee and Tenant have caused this agreement to be executed by their duly authorized officers and their respective corporate seals to be affixed hereto, as of the day and year first above written.

Mortgagee

Household Bank, f.s.b.

ATTEST:

Rose C. Mancini
Title: Rose C. Mancini
Assistant Secretary

By: [Signature]

Title: Alan R. Giever
Vice President



Tenant

ATTEST: Wing m. Lau

By: _____

Title: _____

Title: DIRECTOR

88498878

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Alan R. Giever, Vice President of Household Bank, f.s.b. ("Mortgagee"), and Rose C. Mancini, Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, 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 Mortgagee, for the uses and purposes therein set forth; and ~~the said Assistant Secretary did also then and there acknowledge that as custodian of the corporate seal of Mortgagee, did affix the same to said instrument as her own free and voluntary act, and as the free and voluntary act of Mortgagee, for the uses and purposes therein set forth.~~

GIVEN under my hand and Notarial Seal this 25th day of October, 1988.

Pamela J. Keeney
Notary Public

My Commission Expires 10/8/90

"OFFICIAL SEAL"
Pamela Jean Keeney
Notary Public, State of Illinois
My Commission Expires Oct. 8, 1990

88498878

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1632 001870
2008-01-01 00:00:00
00000000000000000000
00000000000000000000

00000000000000000000

UNOFFICIAL COPY

STATE OF Illinois)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that WING M. LAU, of CHINESE DYNASTY CORPORATION, ("Tenant"), and _____, thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and DIRECTOR, respectively, 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 Tenant, for the uses and purposes therein set forth; and the said WING M. LAU did also then and there acknowledge that as custodian of the corporate seal of Tenant, did affix the same to said instrument as h/s own free and voluntary act, and as the free and voluntary act of Tenant, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20TH day of OCT., 1988.

Barbara Palmer
Notary Public

My Commission Expires JAN 21, 1992

COOK County Clerk's Office

88498878

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/14 10:00 AM

UNOFFICIAL COPY

LEGAL DESCRIPTION OF LEASED PREMISES

Property of Cook County Clerk's Office

DEPT-01 017.25
1111 TRN 1988 10/20/88 14:24:00
PAGE 5 10 99-38-113878
COOK COUNTY RECORDER

88498878

88498878

1725

EXHIBIT "A"

88498878

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

88498878

LEGAL DESCRIPTION OF ENTIRE PREMISES

The west 405.00 feet of that part of the east half of the S.W. quarter of Section 1, Township 42 North, Range 10, East of the 3rd P.M., which lies east of the west 30 acres thereof (except the south 70 feet taken for Dundee Road, also except the North 300 feet of the South 370 feet of the West 225 feet thereof, also except the North 2096.75 feet East of the West 30 acres), in Cook County, Illinois.

That part of the East half of the Southwest quarter of Section 1, Township 42 North, Range 10 East of the 3rd P.M., which lies East of the West 30 acres thereof; (except the South 70' taken for Dundee Road and except the East 236 feet thereof and also except the North 405 feet thereof, also except the North 2096.75 feet East of the West 30 acres), in Cook County, Illinois.

The East 170.00 feet of that part of the East half of the Southwest quarter of Section 1, Township 42 North, Range 10, East of the 3rd P.M., which lies East of the West 30 acres thereof (except the south 70' taken for Dundee Road and except the East 66' thereof and except the North 170' of the South 240' of the West 170' of the East 236' thereof also except the North 2096.75' East of the West 30 acres), also that part of vacated right of way of Baldwin Road described as follows: That part of the East 66' of the Southwest quarter of Section 1, Township 42 North, Range 10 East of the 3rd P.M., (except the North 2096.75' thereof) lying Northerly of a line 66' Northwesterly of and parallel (as measured at right angles) with a line drawn through a point on the West line of the Southeast quarter of said Section 1, Said point being 327.81' North of the South line of said Southeast quarter, to a point on the East line of the West 66' of said Southeast quarter, 477.81' North of the South line of said Southeast quarter, in Cook County, Illinois.

88498878

EXHIBIT "B"

UNOFFICIAL COPY

Property of Cook County Clerk's Office