

UNOFFICIAL COPY

88261096 1 0 9 6

20 00

SUBORDINATION AGREEMENT

This Agreement is made and entered into this 3 day of June 1988 among LaSalle National Bank, not personally but solely as Trustee under Trust Agreement dated May 1, 1981 and known as 103947 ("Tenant") with a mailing address of 135 South LaSalle Street, Chicago, Illinois 60690, Attn: Land Trust Department, Boulevard Bank National Association formerly known as National Boulevard Bank of Chicago, as Trustee under Trust Agreement Dated October 14, 1976 and known as Trust No. 5636 ("Landlord") with a mailing address of 410 North Michigan Avenue, Chicago, Illinois 60611, Attn: Land Trust Department, Lake Cook Terrace, an Illinois limited partnership ("Optionor"), with a mailing address of c/o Future Associates, 7514 Skokie Boulevard, Skokie, Illinois 60077, and Century Life Insurance Company, Landlord's Mortgagee ("Mortgagee") with a mailing address of c/o Its Servicing Representative, Mid-North Financial Services, Inc., 205 West Wacker Drive, Chicago, Illinois 60606.

WITNESSETH:

WHEREAS, Tenant entered into a lease dated May 1, 1981, with Landlord, whereby Landlord demised to Tenant the premises described in said lease (the "Leased Premises") and located on the real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"); said lease together with any amendments, modifications, renewals or extensions thereof, whether now or hereafter existing referred to as the "Lease"; and

WHEREAS, Tenant has entered into that certain Option Agreement of even date with the Lease with Optionor, whereby Optionor has granted to Tenant an option to purchase the Real Estate on the terms and conditions set forth therein; said option together with any amendments or modifications thereof, whether now or hereafter existing referred to as the "Option"; and

WHEREAS, Landlord has executed and delivered a Mortgage and Assignment of Rents and Leases (collectively the "Mortgage") encumbering the Real Estate to Mortgagee to secure an indebtedness evidenced by a note in the principal amount of Two Million Dollars (\$2,000,000.00); and

WHEREAS, Mortgagee, as a condition to making the Loan secured by the Mortgage ("Loan"), has required this subordination of Tenant's leasehold interest and Tenant's Option in said Real Estate to the lien of its mortgage, which subordination Tenant is willing to execute in order to facilitate the closing of the Loan;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in consideration of One Dollar (\$1.00) by each of the parties hereto paid to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

(1) Tenant represents and warrants to Mortgagee that Tenant has delivered to Mortgagee concurrently herewith a true, correct and complete copy each of the Lease and Option, (including all amendments or modifications to each, if any) and Tenant

DBG0525 05/31/88 0930

71-59-589D2
5393

88261096

UNOFFICIAL COPY

0 0 2 0 1 0 9 6

hereby agrees not to amend or modify the Lease or Option without the prior written consent of Mortgagee.

(2) Tenant hereby represents ██████████ to Mortgagee, as of the date hereof, that there are no known defaults on the part of the Landlord under the Lease and that all of the agreements and provisions therein are in full force and effect, and that Tenant has received no notice of a prior sale, transfer, assignment, hypothecation, or pledge of the Lease or of the rents secured therein, except to Mortgagee.

(3) Tenant hereby represents ██████████ to Mortgagee, as of the date hereof, that there are no known defaults on the part of Optionor under the Option and that all of the agreements and provisions therein are in full force and effect, and that Tenant has received no notice of a prior sale, transfer, assignment, hypothecation, or pledge of the Option, except to Mortgagee.

(4) Tenant hereby agrees that all its rights, title and interests in and under the Lease and the Option are and shall be subject and subordinate to the lien of the Mortgage and any and all of the terms and provisions thereof, including but without limitation, the rights of Mortgagee under such Mortgage to the use and disposition of insurance and condemnation proceeds in accordance with the terms and subject to the limitations of the Mortgage, insofar as each affects the Real Estate, and to all renewals, modifications, consolidations, replacements, and extensions of each thereof, in the same manner and to the same extent as if such Lease and Option had been executed subsequent to the execution, delivery and recording of the Mortgage.

(5) Tenant hereby represents to Mortgagee that there has been no assignment of its rights or interests under the Lease or Option to any party.

(6) Tenant agrees that upon receipt of written notice from Mortgagee of an uncured default by Landlord under the Mortgage or the Note secured by the Mortgage and service of the Assignment of Rents, all checks for all or any part of rentals and other sums payable by Tenant under the Lease or the Option shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction direct otherwise.

(7) In the event that the Mortgagee or its designee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease and/or the Option and if Tenant is in compliance with the terms and provisions of this Agreement and is not in default in the performance or observance of any of the terms, covenants, provisions, representations and warranties, agreements, conditions and obligations contained in the Lease and/or the Option to be performed or observed by the Tenant thereunder, the Mortgagee agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants and conditions of the Lease and the Option and the Tenant agrees, from and after such event, to attorn to the Mortgagee, its designee or the purchaser at any foreclosure sale of any portion or all of the Real Estate of which the Leased Premises constitutes a part, all rights and obligations under the Lease and Option to continue as though the interest of Landlord and/or Optionor has not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee, designee or purchaser for the breach of any agreement contained in the Lease and Option that the Tenant might have under the

UNOFFICIAL COPY

DBG052510930

Lease against the Landlord or Optionee, as the case may be; provided, however, that the Mortgagee, designee or purchaser shall not be:

- (a) liable for any act or omission of any prior landlord (including the Landlord);
- (b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord);
- (c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord);
- (d) bound by any payments which Tenant may have made under the Option not specifically required thereunder to any prior optionor (including the Optionor); or
- (e) bound by any amendment or modification of the Lease or Option made without the consent of Mortgagee subsequent to the date hereof.

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

(8) Nothing in this Agreement shall in any way impair or affect the lien created by the Mortgage.

(9) Tenant will in no event subordinate or agree to subordinate the Lease or the Option to any other lien or encumbrance affecting the Premises without the express written consent of Mortgagee, its successors and assigns and any such subordination or agreement without such consent of Mortgagee or its successors or assigns, shall be void and of no force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

[SEAL]

TENANT: 6 00-88 ..

ATTEST:

LASALLE NATIONAL BANK, as Trustee
under Trust No. 103947


By:



Name: Ritu Stimm Walter

Title: ASSISTANT SECRETARY

By:



Name: Corinne Bus

Title: ASSISTANT VICE PRESIDENT

88261096

UNOFFICIAL COPY

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL BANK by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon LASALLE NATIONAL BANK, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided herebefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

County Clerk's Office

UNOFFICIAL COPY

3 8 2 6 1 0 9 6

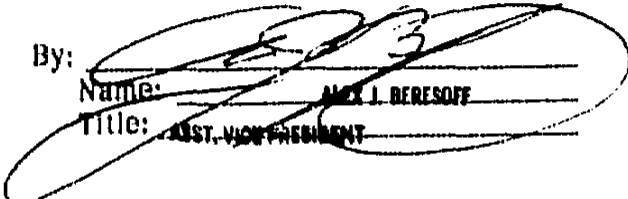
[SEAL]

ATTEST:

LANDLORD:


BOULEVARD BANK NATIONAL
ASSOCIATION, as Trustee under
Trust No. 5636

By: 
Name: **Charles A. Vrba**
Title: **Ass't Trust Officer**

By: 
Name: **ALEX J. BERESOFF**
Title: **ASST. VICE PRESIDENT**

BENEFICIARY:

LAKE COOK TERRACE,
an Illinois limited partnership

By: 
Name: **Nachshon Dfalmon**
Title: **general partner**

MORTGAGEE:

CENTURY LIFE INSURANCE
COMPANY

By: _____
Name: _____
Title: _____

**THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING MAIL TO:**
David B. Goss, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

86261096

1988 JUN 15 PM 3:09
COOK COUNTY CLERK'S OFFICE
REC'D JUN 15 1988

3 8 2 6 1 0 9 6

UNOFFICIAL COPY

2 8 2 5 1 0 9 6

[SEAL.]

LANDLORD:

ATTEST:

BOULEVARD BANK NATIONAL
ASSOCIATION, as Trustee under
Trust No. 5636

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BENEFICIARY:

LAKE COOK TERRACE,
an Illinois limited partnership

By: _____
Nachshon Dralmon
general partner

MORTGAGEE:

CENTURY LIFE INSURANCE
COMPANY

By: Donald Heltner
Name: DONALD HELTNER, VICE-PRESIDENT
Title: _____

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING MAIL TO:
David B. Goss, Esq.
Rudnik & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

88261096

UNOFFICIAL COPY

8 8 2 6 1 0 9 6

MORTGAGEE:

STATE OF ~~ILLINOIS~~ INDIA)
COUNTY OF ~~COOK~~ GRENER) SS.

I, Lucille F. Hullinger, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald Heitner, Vice President of CENTURY LIFE INSURANCE COMPANY, ~~and~~ _____ of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal on this 3rd day of June, 1988.

Lucille F. Hullinger
Notary Public
Lucille F. Hullinger

My Commission Expires:

8-31-89

88261096

UNOFFICIAL COPY

8 8 2 5 1 0 9 8

LANDLORD:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

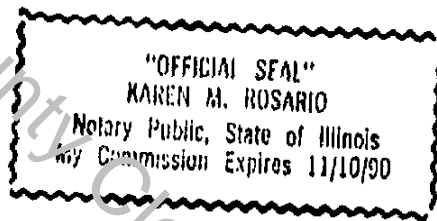
I, Karen M. Rosario, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ALEX J. DEBESOFF, personally known to me to be the Ass't Vice President of Boulevard Bank National Association, a banking corporation, and Charles A. Vrba, personally known to me to be the Asst Trust Officer Secretary of said bank and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASST. VICE PRESIDENT and Asst Trust Officer they signed and delivered the said instrument as their free and voluntary act and the free and voluntary act of said bank, as trustee, and caused the seal of said bank, as trustee to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said bank, as trustee, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 2nd day of June, 1988.

Karen M. Rosario
Notary Public

My Commission Expires:

11/10/90



88251096

TENANT:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Larry L. Seeshoff, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bak, personally known to me to be the Asst. Vice President of LaSalle National Bank, a banking corporation, and Rita Blinn-Welton, personally known to me to be the Assistant Secretary of said bank and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY they signed and delivered the said instrument as their free and voluntary act and the free and voluntary act of said bank, as trustee, and caused the seal of said bank, as trustee to be affixed thereto, as

DBG0525 05/31/88 0930

UNOFFICIAL COPY

5 8 2 5 1 0 9 8

their free and voluntary act, and as the free and voluntary act and deed of said bank, as trustee, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 8th day of June, 1988.

[Signature]
Notary Public

My Commission Expires:

4-28-90

OPTIONOR:

STATE OF ILLINOIS

SS.

COUNTY OF COOK

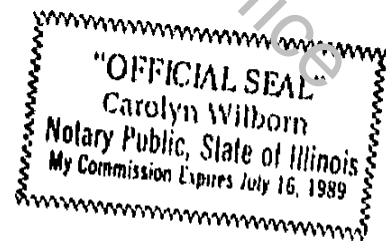
I, Carolyn Wilborn, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Nachshon Dralmon, the managing general partners of Lake Cook Terrace an Illinois limited partnership is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such general partner he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 3rd day of June, 1988.

[Signature]
Notary Public

My Commission Expires:

July 16, 1989



88261096

UNOFFICIAL COPY

0 8 2 5 1 0 9 0

EXHIBIT A

Legal Description

THAT PART OF LOT 2 IN DAGGITTS SUBDIVISION, A SUBDIVISION OF PART OF THE WEST $\frac{1}{4}$ OF GOVERNMENT LOT 1 OF THE NORTH EAST $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EASTERLY OF THE EASTERLY LINE OF LOT 3 IN SUBDIVISION AND SAID EASTERLY LINE OF LOT 3 PRODUCED SOUTH AND WHICH LIES NORTHWESTERLY OF A LINE DRAWN PERPENDICULAR TO THE NORTHEASTERLY LINE OF SAID LOT 2 AT A POINT 12.00 FEET NORTHWESTERLY OF MOST EASTERLY CORNER OF SAID LOT 2 IN COOK COUNTY, ILLINOIS.

222 Dennis Drive
Northbrook, Cook County, Illinois

P.I.N. 04-02-202-040-0000

M:DBG0002 06/01/88 0931

88261096