

Box 334

B. To evidence a part purchase money loan made by Campbell Finance in the total principal amount of TEN MILLION SEVEN HUNDRED EIGHTY MILLION AND NO/100 DOLLARS (\$10,780,000.00), Trust executed the Note in such principal amount payable to Campbell Finance (the

A. To evidence a loan made by American National in the principal amount of ONE MILLION FIVE THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) ("American National Loan") to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as trustee pursuant to a certain Trust Agreement dated July 27, 1989, and known as Trust No. 10855-07 ("Trust"), the sole beneficiary of Trust, by assignment, now being HAWTHORN-CAMPBELL HOLDINGS LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary") (Trust and Beneficiary are herein sometimes together referred to as "Borrower"), Trust executed its note ("American National Note") dated July 28, 1989, payable to the order of American National, in the full amount of American National Loan, which is secured by Mortgage, in favor of American National, conveying the premises legally described on Exhibit "A" attached hereto and made a part hereof and such other interests and collateral as are more particularly set forth in Mortgage ("Mortgaged Premises"), which was recorded in the office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") as Document Number 89-35025 and in the office of the Registrar of Torrens Titles ("Torrens Office") as Document No. LR-3813709 ("American National Mortgage"), and "Other Loan Documents" (as such term is defined in American National Mortgage and which, for convenience, is herein referred to as "Other American National Loan Documents"), (American National Mortgage and Other American National Loan Documents) collectively "American National Security Documents".

RECITALS

October THIS SUBORDINATION AND ATTORNEY AGREEMENT made this 3/5/89 day 20, 1989, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, herein for convenience referred to as "American National", and CAMPBELL FINANCE CORP., a Delaware corporation, herein for convenience referred to as "Campbell Finance";

SUBORDINATION AGREEMENT

167553, ANB
BEALE, SUB
PREPARED BY:
STEPHEN H. MALATO, ESQ.
Hinschaw, Culbertson, Neumann,
Hoban & Fuller
222 North LaSalle Street
Chicago, Illinois 60601

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89-519783

1989 APR 11 10 57 AM
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167553, ANB

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UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1963.

ROBERT J. LAFFER
County Clerk

Property of Cook County Clerk's Office

89519-23

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, ILL. 60602

REGISTERED

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, ILL. 60602
ROBERT J. LAFFER
COUNTY CLERK
BARNETT H. HAYES
BARNETT HAYES
BARNETT HAYES
BARNETT HAYES

1963

1963

b) Campbell Finance Security Documents, all of which are identified on Exhibit "B" attached hereto and made a part hereof, are all of the documents which in any way are related to Mortgaged Premises, and which secure Campbell Finance Loan.

a) Campbell Finance Note is the only document which evidence Campbell Finance Loan which in any way is related to Mortgaged Premises; and

1. Campbell Finance certifies to American National that:

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:

E. As a condition to the disbursement of the proceeds of the increased American National Loan, American National requires that the interest of Campbell Finance in and to Mortgaged Premises, Campbell Finance Note and Campbell Finance Security Documents be subordinated to the lien of American National Security Documents, provided, however, that such subordination shall not invalidate Campbell Finance Notes as between the parties thereto or Campbell Finance Security Documents with respect to collateral other than Mortgaged Premises.

D. American National Note and American National Security Documents have been modified by Modification Agreement dated November 1, 1979 to increase the indebtedness evidenced by American National Note to ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000.00) and to modify other terms, which Modification Agreement was recorded in the Recorder's Office as Document Number 89519501 and in the Torrens Office as Document Number 3E37298 ("Modification Agreement").

C. Pursuant to Loan Agreement dated November 1, 1989 ("American National Loan Agreement"), American National agreed to increase American National Loan to a maximum amount of ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000.00), for the purpose of facilitating payment of that portion of Campbell Finance Note which becomes due and payable on October 31, 1989, and to pay for other costs associated with Mortgaged Premises, all as is more particularly set forth in American National Loan Agreement.

Campbell Finance Note is secured by a second mortgage conveying Mortgaged Premises recorded in the Recorder's Office as Document Number 89-350127 and in the Torrens Office as Document Number LR-38137// ("Campbell Finance Mortgage") and other loan documents in favor of Campbell Finance ("Other Campbell Finance Loan Documents") (Campbell Finance Mortgage and other Campbell Finance Loan Documents are collectively "Campbell Finance Security Documents").

89519501

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ADJUTANT GENERAL
OF THE ARMY
WASHINGTON, D. C.
OFFICE OF THE ADJUTANT GENERAL
ATTENTION: ADJUTANT GENERAL

ADJUTANT GENERAL
OF THE ARMY
WASHINGTON, D. C.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

ADJUTANT GENERAL
OF THE ARMY
WASHINGTON, D. C.

ADJUTANT GENERAL
OF THE ARMY
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OF THE ARMY
WASHINGTON, D. C.

7. The term "American National" shall mean the holder of American National Mortgage (as the same may be assigned from time to time) and the term "American National Mortgage" shall mean American National Mortgage (as the same may be renewed, modified,

6. This agreement may be executed in counterparts and shall be effective upon the execution by each party and the delivery to the other of the counterpart executed agreement.

5. Until the American National loan is paid in full, American National will serve notice upon Campbell Finance of any default in any of the terms, covenants, conditions and agreements of American National Note or American National Security Documents contemporaneously with the sending of any notice pursuant to American National Note or American National Security Documents.

4. Until the Campbell Finance loan is paid in full, Campbell Finance will serve notice upon American National of any default in any of the terms, covenants, conditions and agreements of Campbell Finance Note or Campbell Finance Security Documents contemporaneously with the sending of any notice sent pursuant to Campbell Finance Note or Campbell Finance Security Documents and shall permit American National to tender payments of the amounts owed to cure such default, provided, however, that Campbell Finance shall not be required to notify American National prior to effectuating an offset of a quarter annual interest payment against rent owed by Campbell Soup Company, a New Jersey corporation, to Trust pursuant to a lease agreement dated July 28, 1989 which affects a part of mortgaged premises, provided further that Campbell Finance shall not accelerate the indebtedness evidenced by Campbell Finance Note without serving prior notice upon American National and permitting American National an opportunity to cure such default so as to prevent the acceleration of Campbell Finance's indebtedness.

3. Until such time as American National Mortgage is released, Campbell Finance shall not, by foreclosure, exercise any remedy available to it or by agreement with the tenant or tenants thereof, terminate any lease agreement which affects mortgaged premises.

2. Campbell Finance Note and Campbell Finance Security Documents are and shall continue hereafter to be subject and subordinate to the lien of American National Security Documents, as modified by Modification Agreement, until such time as American National Security Documents are discharged or released; provided, however, subject to the prior lien of American National Security Documents, the subordination agreement shall not subordinate the obligations or personal liability, if any, of other parties to such documents or prevent the enforcement of such documents against such other parties.

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BY: [Signature]
 CAMPELL FINANCE CORP., a Delaware corporation

BY: [Signature]

BY: [Signature]
 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

BY: [Signature]

ATTEST: AMERICAN NATIONAL

IN WITNESS WHEREOF, American National and Campbell Finance 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.

9. This agreement and the covenants, conditions and promises herein contained shall inure to the benefit of and be binding upon American National and Campbell Finance, their respective successors, assigns, grantees and legal representatives.

If to American National, at 33 North LaSalle Street, Chicago, Illinois 60602.

If to Campbell Finance, at P.O. Box 391, Camden, New Jersey 08101.

8. Any and all notices to be given pursuant hereto shall be sufficient if in writing and delivered personally, by "overnight" 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 date thereof), addressed to American National and Campbell Finance as follows:

replaced, extended or consolidated with mortgages placed on mortgaged premises, dated subsequent to the date of Campbell Finance Notes or Campbell Finance Security Documents provided, however, that part of the principal balance secured by American National Security Documents which is superior to Campbell Finance Security Documents shall not exceed THIRTEEN MILLION AND NO/100 DOLLARS \$13,000,000.00).

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COUNTY OF COOK
 CLERK OF THE COURT
 100 N. LAUREL ST.
 CHICAGO, ILL. 60602
 TEL: 312-309-3000
 FAX: 312-309-3001
 WWW.COOKCOUNTYCLERK.COM

COUNTY OF COOK
 CLERK OF THE COURT
 100 N. LAUREL ST.
 CHICAGO, ILL. 60602
 TEL: 312-309-3000
 FAX: 312-309-3001
 WWW.COOKCOUNTYCLERK.COM

NOTICE OF PUBLIC HEARING
 TO BE HELD ON THE 15TH DAY OF
 JANUARY 2008 AT 10:00 AM
 IN THE BOARD OF SUPERVISORS
 CHAMBER AT 100 N. LAUREL ST.
 CHICAGO, ILL. 60602

THE BOARD OF SUPERVISORS
 OF COOK COUNTY, ILLINOIS
 HAS SET FOR THE 15TH DAY OF
 JANUARY 2008 AT 10:00 AM
 IN THE BOARD OF SUPERVISORS
 CHAMBER AT 100 N. LAUREL ST.
 CHICAGO, ILL. 60602

A PUBLIC HEARING WILL BE HELD
 AT 10:00 AM ON THE 15TH DAY OF
 JANUARY 2008 AT 10:00 AM
 IN THE BOARD OF SUPERVISORS
 CHAMBER AT 100 N. LAUREL ST.
 CHICAGO, ILL. 60602

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 CHAMBER AT 100 N. LAUREL ST.
 CHICAGO, ILL. 60602

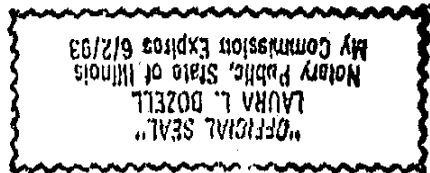
NOTICE OF PUBLIC HEARING
 TO BE HELD ON THE 15TH DAY OF
 JANUARY 2008 AT 10:00 AM
 IN THE BOARD OF SUPERVISORS
 CHAMBER AT 100 N. LAUREL ST.
 CHICAGO, ILL. 60602

THE BOARD OF SUPERVISORS
 OF COOK COUNTY, ILLINOIS
 HAS SET FOR THE 15TH DAY OF
 JANUARY 2008 AT 10:00 AM
 IN THE BOARD OF SUPERVISORS
 CHAMBER AT 100 N. LAUREL ST.
 CHICAGO, ILL. 60602

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office



My Commission Expires: _____

Notary Public

Laura L. Dozell

GIVEN under my hand and Notarial Seal this 15 day of November, 1989.

The undersigned, a Notary Public in and for said county, in the State of Illinois, does hereby certify that Michael J. Revord, and Vice President of American National Bank and Trust Company, of Chicago, ("American National"), and Mary M. Brown, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and VP and Best 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 American National, for the uses and purpose thereof, and the said Best Sec. did also then and there acknowledge that as custodian of the corporate seal of American National, did affix the same to said instrument as their own free and voluntary act, and as the free and voluntary act of American National, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)

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IN WITNESS WHEREOF

CLERK OF THE COURT

COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

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Property of Cook County Clerk

Commission Expires Dec 10, 1992
Notary Public of New Jersey
MARTHA W. HOOVER

My commission expires: 12/10/92

Martina W. Hoover
Notary Public

of 12/10/92, 19 89,
day 31st and Notarial seal this

GIVEN under my hand and Notarial seal this 31st day of Dec, 19 89,
Finance Corp. for the uses and purposes therein set forth,
voluntary act, and as the free and voluntary act of Campbell
atlix the same to said instrument as own free and
as a condition of the corporate seal of Campbell Finance Corp., did
Finance Corp. for the uses and purposes therein set forth; and the
voluntary act, and as the free and voluntary act of Campbell
signed and delivered the said instrument as their own free and
appeared before me this day in person and acknowledged that they
as such and respectively,
same persons whose names are subscribed to the foregoing instrument
thereof, personally known to me to be the
of CAMPBELL FINANCE CORP., and
the state aforesaid, DOES HEREBY CERTIFY that for said County, in

STATE OF ILLINOIS
COUNTY OF NEW-JERSEY

(Continued)

A tract of land in the N.E. 1/4 of Section 36, Township 39 N., Range 13, East of the Third Principal Meridian, bounded and described as follows: Commencing at the intersection of the North line of West 35th Street in the City of Chicago, Cook County, Illinois, 33 feet North of the South line of said N.E. 1/4 of Section 36, with the West line of South Campbell Avenue in said City, as dedicated September 1, 1904 (now vacated), produced North, thence West along the North line of West 35th Street, 908 feet for a point of beginning, continuing thence West along the North line of West 35th Street, 244.76 feet; thence North along a line at right angles to the North line of said West 35th Street, 125 feet; thence East at right angles to the last described line, 29.95 feet; thence North at right angles to the last described line 657.15 feet; thence Northeast along a line forming an angle of 34 degrees, 13 minutes, 30 seconds, deflecting to the right, with the last described line 165.37 feet to its intersection with the southerly line of the Canal Reserve of the Illinois and Michigan Canal, said point of intersection being 100 feet Northeastly (measured along the southerly line of said Canal Reserve) of the aforementioned North and South line extended North; thence Northeastly along the southerly line of the southerly Canal Reserve of the Illinois and Michigan Canal, 1,114.69 feet to its intersection with the West line of said South Campbell Avenue as dedicated September 1, 1904 (now vacated) produced North, thence South along said produced West line of the North line of said West 35th Street (measured along the said line convex to the Southeast and having a radius of 358.10 feet, a distance of 66.75 feet to a point of tangency which is 45.16 feet West on a line at right angles to the aforesaid West line of said vacated Campbell Avenue at a point 1168.56 feet North of the North line of said 35th Street, thence Southwest on a straight line tangent to the last described curve, a distance of 90.58 feet to a point which is 112.46 feet West of the West line of said vacated Campbell Avenue and 1107.93 feet North of the North line of said West 35th Street, thence Southwestly on a curved line convex to the Southeast and having a radius of 327.65 feet, a distance of 146.72 feet, thence Southeastly on a radial line of said curve, a distance of 2.35 feet to a point which is 1036.41 feet North and 238.78 feet West respectively, of the original property line of the property of the

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PARCEL 3:

Principal Meridian in Cook County, Illinois recorded July 24, 1957 as Document Number 16966716.
 Lots two (2) and four (4) in Campbell Soup Company's subdivision of part of the North East Quarter (N.E. 1/4) of Section 36, Township 39 North, Range 13, East of the Third

PARCEL 2:

Principal Meridian, in Cook County, Illinois recorded May 23, 1930 as Document Number 10667452.
 Lots 1, 2, 3, 4 and 5 in Campbell Soup Company's (Central Division) subdivision of part of the Northeast 1/4 of Section 36, Township 39 North, Range 13 East of the Third

PARCEL 1:

EXHIBIT A

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COMMENTS at the point of intersection of the center line of the Illinois and Michigan Canal and the westerly line of South Campbell Avenue (as dedicated September 1, 1904, now vacated) produced Northwardly; thence Southwardly, along said produced westerly line of vacated South Campbell Avenue, 18.85 feet to the Point of Beginning of the tract of land to be described thence Southeastwardly, along a curved line, convex Northwardly and having a radius of 246.78 feet (the tangent line of said curve forming an angle 20 degrees 05' 30" with said produced westerly line of vacated South Campbell Avenue, measured from the South to the Southeast) the arc distance of 95.44 feet to an iron pipe; thence Southwardly, along a straight line which deflects to the right and forms an

(Continued)

ALL THAT PARCEL of land situate in the City of Chicago, County of Cook and State of Illinois being part of the Northeast Quarter of Section 36, Township 39 North, Range 13 East of the Third Principal Meridian bounded and described as follows, viz:

PARCEL 4:

County, Illinois as document 16966716.
 said subdivision being recorded July 24, 1957 by the Recorder of Deeds, Cook County, Illinois as document 16966716.
 of Section 36, Township 39 North, Range 13 East of the 3rd Principal Meridian, Campbell Soup Company's subdivision of part of the North East Quarter (N.E. 1/4) beginning, excepting therefrom that part taken for Lots one (1) and three (3) in line tangent to the last described curved line 590.90 feet to the point of 911.08 feet West of said property lines respectively; thence South in a straight line 324 feet, a distance of 387.64 feet to a point which is 590.90 feet North and Southwardly on a curved line convex to the Northwest and having a radius of North and 707.13 feet West of said property lines respectively; (thence Southwardly in a straight line 49.10 feet to a point which is 890.77 feet North and 660.17 feet West of said property lines respectively; thence Southwardly in a straight line 79.38 feet to a point which is 905.04 feet North and 582.59 feet West of said property lines respectively; thence Southwardly in a straight line 201.73 feet to a point which is 921.75 feet feet North and 395.41 feet West of said property lines, respectively; thence thence Southwardly in a straight line 161.65 feet to a point which is 996.60 35th Street and the West line of said vacated South Campbell Avenue (aforesaid); Albert Dickinson Company, (which property lines are the North line of said West

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Lots One Hundred Thirty-one (131), One Hundred Thirty-two (132), One Hundred Thirty-three (133), One Hundred Thirty-four (134) and One Hundred Thirty-five (135) in subdivision of Lots One (1) to Twenty (20) in Town of Brighton in the South East Quarter of Section Thirty-six (36), Township Thirty-nine (39) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 7:

Lot 1 in Block 1 in Corwith's Re-subdivision of Lots 81 to 120 inclusive, 124 to 140 inclusive, 144 to 150 inclusive, and 152 to 157 inclusive, all in the West Half of the South East Quarter of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 6:

Lots 39, 40 and 41 in Block 1 in Corwith's Re-subdivision of Lots 81 to 120, 124 to 140, 144 to 150 and 152 to 157, all inclusive in Town of Brighton, in the West Half of the Southeast Quarter of Section 36, Town 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 5:

angle of 1 degrees 37' with the tangent line of the last described curved line produced southwardly, the distance of 40.69 feet to a point of curvature thence southwardly, along a curved line convexed southwardly, with a radius of 204.63 feet, the arc distance of 27.03 feet thence southwardly, along a straight line, 17.59 feet to a point marked by an iron pipe in said produced westerly line of vacated South Campbell Avenue, distant 175.64 feet South of said point of beginning; and thence Northwardly, along said produced westerly line of vacated South Campbell Avenue, 175.64 feet to the point of beginning excepting therefrom the part lying North of the South line of the Illinois and Michigan Canal reserves (Stevenson Expressway) as disclosed by Deed recorded January 17, 1964 as Document Number 19024366.

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