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(6) 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 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 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 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 to continue as though the interest of Landlord 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 that the Tenant might have under the Lease against the Landlord; 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 amendment or modification of the Lease 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.

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

(8) Tenant will in no event subordinate or agree to subordinate the Lease 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.

TENANT:

ACE HARDWARE OF OAK FOREST, INC.

By: [Signature]
Name: _____
Title: President

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[SEAL]

ATTEST:

By: [Signature]
Name: JEAN P. FULTON
Title: ASSISTANT SECRETARY

TRUSTEE:

HERITAGE TRUST COMPANY,
as trustee aforesaid

By: [Signature]
Name: _____
Title: Cynthia T Sikora
Asst. Vice President & Trust Officer

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It is expressly understood and agreed by and between the parties hereto, nothing herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of only that title of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability is assumed by nor shall at any time be asserted or collected against Heritage Trust Company, under said Trust Agreement or account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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SUBORDINATION AGREEMENT

This Agreement is made and entered into this 26 day of June, 1989 among ACE HARDWARE OF OAK FOREST, INC. d/b/a Ebel's Ace Hardware (hereinafter referred to as "Tenant") with a mailing address of 15541 South Cicero Avenue, Oak Forest, Illinois 60452, HERITAGE TRUST COMPANY, as successor trustee to Heritage County Bank and Trust Company, as Trustee under Trust Agreement dated September 23, 1977 and known as Trust No. 1852 (hereinafter referred to as "Trustee") with a mailing address of 17500 South Oak Park Avenue, Tinley Park, Illinois 60477, KEVIN T. EBEL (hereinafter referred to as "Beneficiary"), with a mailing address of 15541 South Cicero Avenue, Oak Forest, Illinois 60452, Trustee and Beneficiary collectively "Landlord" and CANADA LIFE INSURANCE COMPANY OF AMERICA, Landlord's Mortgagee (hereinafter referred to as "Mortgagee"), with a mailing address of c/o its Servicing Agent, Mid-North Financial Services, Inc., 205 West Wacker Drive, Chicago, Illinois 60606.

WITNESSETH:

\$16.00

WHEREAS, Tenant entered into a lease dated March 7, 1989 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, shall be hereinafter referred to as the "Lease"; and

WHEREAS, Trustee 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 One Million One Hundred Thousand Dollars (\$1,100,000.00); and

WHEREAS, Mortgagee, as a condition to making the Loan secured by the Mortgage ("Loan"), has required this subordination of Tenant's leasehold interest 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 of the Lease (including all amendments or modifications thereof) and Tenant hereby agrees not to amend or modify the Lease without the prior written consent of Mortgagee.

(2) Tenant hereby represents and warrants 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 agrees that all its right, title and interest in and under the Lease is 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 had been executed subsequent to the execution, delivery and recording of the Mortgage.

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

(5) 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, all checks for all or any part of rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction direct otherwise.

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Box 416

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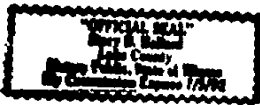
STATE OF ILLINOIS)
COUNTY OF Lake) SS.

I, Stacy B. Ballard, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jean von Leesen, Vice President of MID-NORTH FINANCIAL SERVICES, INC., an Illinois corporation, and Christine A. Irwin, Assistant Secretary 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 acts 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 26 day of June, 1989.

Stacy B. Ballard
Notary Public

My Commission Expires:



STATE OF ILLINOIS)
COUNTY OF Will) SS.

I, JAMES T. MOSTER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KEVIN T. GIBEL, PRESIDENT of Ace Hardware of Oak Forest, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his 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 21st day of June, 1989.

James T. Moster
Notary Public

My Commission Expires:



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BENEFICIARY:

By: *Kevin T. Ebel*
Kevin T. Ebel

MORTGAGEE:

**CANADA LIFE INSURANCE COMPANY
OF AMERICA**

By: **Mid-North Financial Services, Inc.,**
its servicing agent

[SEAL]

ATTEST:

By: *Christine A. Lewin*
Name: CHRISTINE ERWIN
Title: Asst. Sec.

By: *Joan von Leesen*
Name: Joan von Leesen
Title: Vice President

**THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING MAIL TO:**

Geoffrey I. Edelstein
Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

Property of Cook County Clerk's Office

FOR COUNTY CLERK
JUN 10 1989
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EXHIBIT A

LEGAL DESCRIPTION

LOTS 9, 10, 11, 12, 13, 14 and 15 IN BLOCK 29 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION OF THE WEST 1/2 OF SECTION 15 AND THE EAST 1/2 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address:
15541 South Cicero Avenue
Oak Forest, Illinois

P.I.N. 28-15-300-021
28-15-300-022
28-15-300-023
28-15-300-024
28-15-300-025
28-15-300-026
28-15-300-027
28-15-300-010

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Property of Cook County Clerk's Office

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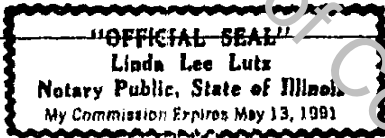
STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Linda Lee Lutz, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Cynthia T. Sikora, personally known to me to be the Asst. Vice President of Heritage Trust Company, a banking corporation, and Jean P. Fulton, personally known to me to be the Asst. 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. V.P. and Asst. 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 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 26 day of June, 1989.

Linda Lee Lutz
Notary Public

My Commission Expires:



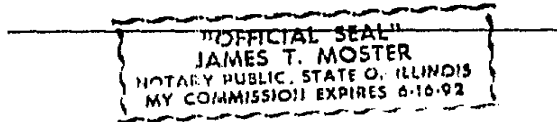
STATE OF ILLINOIS)
COUNTY OF WILL) SS.

I, JAMES T. MOSTER, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Kevin T. Ebel, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 26th day of June, 1989.

James T. Moster
Notary Public

My Commission Expires:



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