

UNOFFICIAL COPY

2 90570621

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made as of the 31st day of October, 1990
by and between Junior Lender (described below) and Senior Lender (described below).

Identification of Parties and Instruments:

Junior Lender—Name and Address:

DEPT-01 RECORDING \$25.50
T41111 TRAN 1274 11/21/90 16:36:00
\$1511 ÷ A * -90-570621
Devon Bank COOK COUNTY RECORDER
6445 N. Western Avenue
Chicago, Illinois 60645

Senior Lender—Name and Address:

Capitol Bankers Life Insurance Company
120 Adelaide Street West
Suite 1120
Toronto, Ontario Canada M5H 1V1

Borrower—Name and Address:

* , successor trustee to
LaSalle National Bank as
Trustee under Trust Agreement
dated September 21, 1987 and
known as Trust No. 112671

LaSalle National Trust, N.A. *
135 South LaSalle Street
Chicago, Illinois

Junior Note:

Amount: \$940,000.00
Dated: October 25, 1990

Junior Mortgage—Date and Recording Information:

Dated: October 25, 1990
Recorded: October 1990
as Document No.

Senior Note:

Amount: \$1,025,000.00
Date: January 18, 1989

Senior Mortgage—Date and Recording Information:

Dated: January 18, 1989
Recorded: January 31, 1989
as Document No. 89049224
Filed: January 31, 1989
as Document No. LR3770668

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Mark S. Richmond
Katz Randall & Weinberg
200 N. LaSalle Street, Suite 2300
Chicago, Illinois 60601
KR&W File No. 4568.004

COMMON ADDRESS OF PROPERTY:

1010 Greenbay Road
Winnetka, Illinois

Real Estate Tax Index Number:

05-17-108-027
05-17-108-028
05-17-108-029
05-17-107-042
05-17-107-054

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2500
MAIL

12007000

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TEMPERATURE NOTIFICATION

NOTICE: This is an unofficial copy of a document. It is not intended to be used as evidence in any legal proceeding. It is provided for informational purposes only.

DATE: 10/10/2010

TIME: 10:10 AM

LOCATION: 1010 N. LAKE ST.

TEMPERATURE: 70.00 F

WIND: 10.00 MPH

RELATIVE HUMIDITY: 60.00%

DEW POINT: 55.00 F

SEA LEVEL PRESSURE: 30.00 IN

WIND DIRECTION: 10.00

WIND SPEED: 10.00

WIND GUST: 10.00

WIND VELOCITY: 10.00

WIND DIRECTION: 10.00

WIND SPEED: 10.00

WIND GUST: 10.00

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WIND DIRECTION: 10.00

WIND SPEED: 10.00

WIND GUST: 10.00

WIND VELOCITY: 10.00

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RECITALS:

A. Borrower has executed and delivered the Junior Note made payable to the order of the Junior Lender. The Junior Note is secured by: (1) the Junior Mortgage, made by Borrower in favor of Junior Lender and encumbering the real estate legally described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"); and (2) certain other documents and instruments, if any, listed in Exhibit B attached hereto and by this reference made a part hereof (the "Other Junior Documents"); (the Junior Note, Junior Mortgage and the Other Junior Documents are collectively referred to as the "Junior Loan Documents").

B. Borrower has executed and delivered the Senior Note made payable to the order of Senior Lender. The Senior Note is secured by: (1) the Senior Mortgage encumbering the Property; and (2) certain other documents and instruments, if any, listed in Exhibit C attached hereto and by this reference made a part hereof (the "Other Senior Documents"); (the Senior Note, Senior Mortgage and the Other Senior Documents are collectively referred to as the "Senior Loan Documents").

C. Without the execution and delivery of this Agreement, the execution, delivering and recording of the Junior Loan Documents constitutes a default under the Senior Loan Documents, and Senior Lender will consent to the execution, delivering and recording of the Junior Loan Documents only upon execution and delivery of this Agreement by Junior Lender.

NOW, THEREFORE, to induce Senior Lender to consent to the execution, delivering and recording of the Junior Loan Documents and for the payment of TEN DOLLARS and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Junior Lender and Senior Lender hereby agree that until the obligations evidenced and secured by the Senior Loan Documents have been paid and satisfied in full:

1. **Subordination of Lien of Junior Loan Documents.** The Junior Mortgage and Junior Loan Documents and the lien thereof are and shall continue to be expressly subject and subordinate to any and all advances, in whatever amount and whenever made, with interest thereon, and to any and all expenses, charges and fees incurred by the Senior Lender pursuant to the terms of the Senior Loan Documents, including but without limitation any and all such advances, interest, expenses, charges and fees which may increase the indebtedness secured by the Senior Loan Documents above the original principal amount thereof, provided the same is advanced or incurred under any of the express provisions of the Senior Loan Documents or any extension, consolidation, modification or supplement thereto. The modifications, consolidations, and supplements herein referred to shall not be deemed to include any modification, consolidation or supplement which expands the rights of the holder of the Senior Loan Documents to advance additional indebtedness beyond those rights provided in the Senior Loan Documents.

2. **Insurance Proceeds and Claims.** Junior Lender shall have no right to participate in the adjustment or settlement of insurance losses or condemnation claims, provided, however, Senior Lender shall endeavor (but shall not be obligated) to give notice to Junior Lender of the occurrence of any casualty and/or condemnation and the settlement thereof. The Junior Lender hereby agrees, upon the request and at the direction of Senior Lender, to endorse in favor of Senior Lender any and all checks payable to the Junior Lender which represent insurance and condemnation proceeds paid for claims relating to the Property in any way. The Junior Lender hereby appoints Senior Lender as its attorney-in-fact, in its place and stead, to settle all insurance and/or condemnation claims relating to the Property and to receive all payments and endorse all checks with regard thereto to the full extent of all amounts secured by the Senior Loan Documents. Furthermore, Senior Lender shall remit to Junior Lender any portion of the insurance proceeds and/or condemnation awards remaining after payment in full of the indebtedness secured by the Senior Loan Documents, as provided in the Senior Mortgage.

3. **Amendment and Modification.** Junior Lender shall not materially amend or materially modify or consent to the material amendment or material modification of any of the Junior Loan Documents without the prior written approval of Senior Lender. For the purposes of this Section 3 and other provisions of this Agreement, "material" shall mean any change in the rate of interest, amount of payments, term of or principal amount of the Junior Note.

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PROPERTY OF

The undersigned, being a duly qualified and licensed person, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

In testimony whereof, I have hereunto set my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public in and for the State of Illinois, my commission expires the _____ day of _____, 19____.

Notary Public

Clerk of Cook County, Illinois

Clerk of Cook County, Illinois

1900-10001

4. **Waiver of Notices, Defenses, Etc.** The Junior Lender hereby waives: (i) notice of the non-payment of all or any of the amounts due under the Senior Loan Documents (the "Senior Payments"); and (ii) all diligence by Senior Lender in collection or protection of or realization upon the Senior Loan Documents; and (iii) any protest, defense, claim or objection to or in any way relating to any amendment, modification, renewal or extension of the terms and provisions of any of the Senior Loan Documents, including, without limitation, any increase in or extension of time for the Senior Payments evidenced or secured thereby.

5. **Commencement of Bankruptcy Proceedings.** The Junior Lender agrees not to commence, or join with any other creditor in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to Borrower (or Borrower's beneficiary or any party comprising Borrower or its beneficiary), without first obtaining Senior Lender's prior written consent, provided, however, the foregoing shall not prohibit Junior Lender from participating in any proceeding commenced by Borrower, Senior Lender or other unrelated third party.

6. **Commencement of Collateral Proceedings.** The Junior Lender agrees not to commence, or join with any other creditor in commencing, any actions affecting any Management Agreement, Personal Property Lease, Conditional Sales Agreement, Executory Contract or Lease of the Property (collectively the "Leases"), or take any action to subordinate any such Lease to the Junior Loan Documents, or any of them, until such time as the Senior Payments have been paid and satisfied in full, provided however, Junior Lender may take action not otherwise precluded hereby to enforce its rights under any junior collateral assignment of leases or other Junior Loan Document, so long as such action does not have the effect of terminating any such Lease.

7. **Action Taken by Senior Lender.** Senior Lender may, from time to time, whether before or after any discontinuance of this Agreement, at its sole discretion and without notice to the Junior Lender, take any or all of the following actions: (i) retain or obtain a security interest in the Property or any other property to secure any of the obligations or liabilities created by or associated with the Senior Loan Documents; (ii) retain or obtain the primary or secondary obligation of any other obligor or obligors with respect to any of the obligations or liabilities created by or associated with the Senior Loan Documents; and (iii) extend or renew (for one or more periods) or release, compromise, alter or exchange any obligations of a "material" nature of any obligor with respect to any such property.

8. **Remedies Upon Default.** Junior Lender hereby covenants and agrees that upon the occurrence of a default under the Senior Loan Documents, Senior Lender may, at its sole discretion, without notice to Junior Lender: (i) with or without releasing and extinguishing the Senior Mortgage or the liens or security interests created by the Senior Loan Documents, cause title in and to all or any portion of the Property (or any interest of any kind therein, including, without limitation, a beneficial interest in a land trust) to be transferred, assigned or conveyed to a nominee for Senior Lender, subject to the lien of the Junior Loan Documents; and/or (ii) take possession of the Property and take all actions necessary to operate and maintain the Property, including, without limitation, the right to complete construction of the improvements located on the Property and the right to lease or sell all or any portion of the Property or any interest in the Property, without Senior Lender's having any obligation to commence a foreclosure proceeding or have a receiver appointed. The Junior Lender hereby waives the right to assert any and all claims and defenses against Senior Lender relating to or arising from any action taken by Lender pursuant to the preceding sentence, including, without limitation, the right to assert that the Senior Mortgage was merged into any deed or instrument of conveyance to a nominee for Senior Lender.

9. **Assignment by Senior Lender.** Senior Lender may, from time to time, whether before or after any discontinuance of this Agreement, at its discretion and without notice to the Junior Lender, assign or transfer any or all of the Senior Payments or any interest therein and/or any or all of the Senior Loan Documents, or any interest therein, and notwithstanding any such assignment or transfer or subsequent assignment or transfer thereof, the Senior Payments and Senior Loan Documents shall be and remain Senior Payments and Senior Loan Documents for the purposes of this Agreement.

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10. Notice to Senior Lender and Right to Cure. The Junior Lender shall not, without giving Senior Lender fifteen (15) days' prior written notice in the event of a monetary default and thirty (30) days' prior written notice in the event of a non-monetary default and an opportunity to cure (within the aforementioned periods) the default of Borrower specified in such notice, take any action of any kind (including, without limitation, the initiation of any proceeding seeking or contemplating foreclosure or the appointment of a receiver or a trustee in bankruptcy) to enforce any right or remedy against Borrower. Provided, however, nothing contained in this Paragraph 10 shall be construed as obligating Senior Lender to cure a default of any nature.

11. Notice to Junior Lender and Right to Cure. The Senior Lender shall not, without giving Junior Lender fifteen (15) days' prior written notice in the event of a monetary default and thirty (30) days' prior written notice in the event of a nonmonetary default and an opportunity to cure (within the aforementioned periods) the default of Borrower specified in such notice, take any action of any kind (including, without limitation, the initiation of any proceeding seeking or contemplating foreclosure or the appointment of a receiver or a trustee in bankruptcy) to enforce any right or remedy against Borrower. Provided, however, nothing contained in this Paragraph 11 shall be construed as obligating Junior Lender to cure a default of any nature.

12. Notices. Any notices which may be given hereunder shall be in writing and deemed given when personally delivered and receipted for, three days after being deposited in the United States certified or registered mail, postage prepaid, return receipt requested, or upon the next business day after timely and proper deposit, charges paid, with any overnight carrier with respect to next day service, properly addressed to the respective address set forth on the first page of this Agreement, with copies to the following parties:

If to Senior Lender:

Capitol Bankers Life Insurance Company

c/o Elliott & Page

120 Adelaide Street West, Suite 1120

Toronto, Ontario Canada M5H 1V1

If to Borrower:

Land Trust Department

LaSalle National Trust, N.A.

135 South LaSalle Street

Chicago, Illinois

If to Junior Lender:

Devon Bank

6445 N. Western Avenue

Chicago, Illinois 60645

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, State of Illinois, this 1st day of January, 1900.

CLERK OF THE COUNTY OF COOK, STATE OF ILLINOIS.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, State of Illinois, this 1st day of January, 1900.

CLERK OF THE COUNTY OF COOK, STATE OF ILLINOIS.

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CLERK OF THE COUNTY OF COOK, STATE OF ILLINOIS.

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13. **Waiver of Right of Subrogation.** If the Junior Lender desires to advance funds respecting the Property for any purpose expressly permitted under the Junior Loan Documents, Junior Lender shall notify Senior Lender pursuant to Paragraph 12 hereof of the amount of any proposed advance and the purpose of which the advance is being made. If, within fifteen (15) days after receipt by the Senior Lender of the aforesaid notice, the Senior Lender notifies the Junior Lender that such proposed advance should not be made, then if the Junior Lender makes said advance, Junior Lender shall have no right or claim of subrogation respecting the funds so advanced thereby. If the Senior Lender (a) consents to the advance, or (b) fails to respond within said fifteen (15) day period, the Junior Lender shall be subrogated to the rights of Senior Lender with respect to the funds so advanced thereby.

14. **Governing Law, Etc.** This Agreement shall be construed in accordance with and governed by the laws of the state in which the Property is located. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The captions herein are for purposes of convenience only.

15. **Binding Effect.** This Agreement shall be binding upon Junior Lender and Senior Lender and their respective heirs, legatees, legal representatives, successors and assigns, including any owner or holder of any of the Junior Loan Documents or Senior Loan Documents, and shall inure to the benefit of Senior Lender, its successors and assigns, including any subsequent owner or holder of any of the Senior Loan Documents.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by Junior Lender and Senior Lender as of the day and year first above written.

JUNIOR LENDER:

Devon Bank

ATTEST:

By: 

Name: DAVID J FARON

Title: Sa. VP.

By: 

Name: Jane I. Kulibaba

Title: Vice President

SENIOR LENDER:

Capitol Bankers Life Insurance

Company

ATTEST:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1903.

CLERK OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1903.

CLERK OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1903.

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13. **Waiver of Right of Subrogation.** If the Junior Lender desires to advance funds respecting the Property for any purpose expressly permitted under the Junior Loan Documents, Junior Lender shall notify Senior Lender pursuant to Paragraph 12 hereof of the amount of any proposed advance and the purpose of which the advance is being made. If, within fifteen (15) days after receipt by the Senior Lender of the aforesaid notice, the Senior Lender notifies the Junior Lender that such proposed advance should not be made, then if the Junior Lender makes said advance, Junior Lender shall have no right or claim of subrogation respecting the funds so advanced thereby. If the Senior Lender (a) consents to the advance, or (b) fails to respond within said fifteen (15) day period, the Junior Lender shall be subrogated to the rights of Senior Lender with respect to the funds so advanced thereby.

14. **Governing Law, Etc.** This Agreement shall be construed in accordance with and governed by the laws of the state in which the Property is located. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The captions herein are for purposes of convenience only.

15. **Binding Effect.** This Agreement shall be binding upon Junior Lender and Senior Lender and their respective heirs, legatees, legal representatives, successors and assigns, including any owner or holder of any of the Junior Loan Documents or Senior Loan Documents, and shall inure to the benefit of Senior Lender, its successors and assigns, including any subsequent owner or holder of any of the Senior Loan Documents.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by Junior Lender and Senior Lender as of the day and year first above written.

JUNIOR LENDER:

Devon Bank

ATTEST:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SENIOR LENDER:

Capitol Bankers Life Insurance

Company

ATTEST:

By: _____

Name: L. John Ratzel

Title: Secretary

By: _____

Name: Frederic Broers

Title: Senior Vice President

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BORROWER'S ACKNOWLEDGMENT / 0 6 2 1

The undersigned acknowledges receipt of a copy of the foregoing Subordination Agreement, and agrees to be bound by the terms and provisions thereof, to mark its books and records so as to clearly indicate that the Junior Loan Documents are subordinated to the Senior Loan Documents in accordance with the terms of such Subordination Agreement, to make no payments or distributions contrary to the terms and provisions thereof, and to do every other act and thing necessary or appropriate to carry out such terms and provisions. In the event of any violation of any of the terms and provisions of the foregoing Subordination Agreement by reason of any act or omission within the direct or indirect control of Borrower, then, at the election of Senior Lender, any and all obligations of the undersigned to Senior Lender shall forthwith become due and payable and any and all agreements of Senior Lender to make loans to the undersigned shall forthwith terminate.

Dated: October 31, 1990

BORROWER:

LaSalle National Trust, N.A. as
successor trustee to LaSalle National
Bank as Trustee under Trust Agreement
dated September 21, 1987 and known as
Trust No. 112671

ATTEST:

By: 

Name: _____

Title: ASSISTANT SECRETARY

By: 

Name: _____

Title: _____

Notary Public

This instrument is executed by LaSALLE NATIONAL TRUST, N.A., not personally but solely as trustee, on behalf of, and in the exercise of the power and authority conferred upon it by the LaSALLE NATIONAL TRUST, N.A. All the terms, provisions, stipulations and conditions herein contained to be performed by LaSALLE NATIONAL TRUST, N.A. as trustee, as trustee, as trustee, as trustee, as trustee, and not as borrower, and no personal liability shall be incurred by LaSALLE NATIONAL TRUST, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

7232 7233 7234 7235 7236 7237 7238 7239 7240 7241 7242 7243 7244 7245 7246 7247 7248 7249 7250 7251 7252 7253 7254 7255 7256 7257 7258 7259 7260 7261 7262 7263 7264 7265 7266 7267 7268 7269 7270 7271 7272 7273 7274 7275 7276 7277 7278 7279 7280 7281 7282 7283 7284 7285 7286 7287 7288 7289 7290 7291 7292 7293 7294 7295 7296 7297 7298 7299 7300 7301 7302 7303 7304 7305 7306 7307 7308 7309 7310 7311 7312 7313 7314 7315 7316 7317 7318 7319 7320 7321 7322 7323 7324 7325 7326 7327 7328 7329 7330 7331 7332 7333 7334 7335 7336 7337 7338 7339 7340 7341 7342 7343 7344 7345 7346 7347 7348 7349 7350 7351 7352 7353 7354 7355 7356 7357 7358 7359 7360 7361 7362 7363 7364 7365 7366 7367 7368 7369 7370 7371 7372 7373 7374 7375 7376 7377 7378 7379 7380 7381 7382 7383 7384 7385 7386 7387 7388 7389 7390 7391 7392 7393 7394 7395 7396 7397 7398 7399 7400 7401 7402 7403 7404 7405 7406 7407 7408 7409 7410 7411 7412 7413 7414 7415 7416 7417 7418 7419 7420 7421 7422 7423 7424 7425 7426 7427 7428 7429 7430 7431 7432 7433 7434 7435 7436 7437 7438 7439 7440 7441 7442 7443 7444 7445 7446 7447 7448 7449 7450 7451 7452 7453 7454 7455 7456 7457 7458 7459 7460 7461 7462 7463 7464 7465 7466 7467 7468 7469 7470 7471 7472 7473 7474 7475 7476 7477 7478 7479 7480 7481 7482 7483 7484 7485 7486 7487 7488 7489 7490 7491 7492 7493 7494 7495 7496 7497 7498 7499 7500 7501 7502 7503 7504 7505 7506 7507 7508 7509 7510 7511 7512 7513 7514 7515 7516 7517 7518 7519 7520 7521 7522 7523 7524 7525 7526 7527 7528 7529 7530 7531 7532 7533 7534 7535 7536 7537 7538 7539 7540 7541 7542 7543 7544 7545 7546 7547 7548 7549 7550 7551 7552 7553 7554 7555 7556 7557 7558 7559 7560 7561 7562 7563 7564 7565 7566 7567 7568 7569 7570 7571 7572 7573 7574 7575 7576 7577 7578 7579 7580 7581 7582 7583 7584 7585 7586 7587 7588 7589 7590 7591 7592 7593 7594 7595 7596 7597 7598 7599 7600 7601 7602 7603 7604 7605 7606 7607 7608 7609 7610 7611 7612 7613 7614 7615 7616 7617 7618 7619 7620 7621 7622 7623 7624 7625 7626 7627 7628 7629 7630 7631 7632 7633 7634 7635 7636 7637 7638 7639 7640 7641 7642 7643 7644 7645 7646 7647 7648 7649 7650 7651 7652 7653 7654 7655 7656 7657 7658 7659 7660 7661 7662 7663 7664 7665 7666 7667 7668 7669 7670 7671 7672 7673 7674 7675 7676 7677 7678 7679 7680 7681 7682 7683 7684 7685 7686 7687 7688 7689 7690 7691 7692 7693 7694 7695 7696 7697 7698 7699 7700 7701 7702 7703 7704 7705 7706 7707 7708 7709 7710 7711 7712 7713 7714 7715 7716 7717 7718 7719 7720 7721 7722 7723 7724 7725 7726 7727 7728 7729 7730 7731 7732 7733 7734 7735 7736 7737 7738 7739 7740 7741 7742 7743 7744 7745 7746 7747 7748 7749 7750 7751 7752 7753 7754 7755 7756 7757 7758 7759 7760 7761 7762 7763 7764 7765 7766 7767 7768 7769 7770 7771 7772 7773 7774 7775 7776 7777 7778 7779 7780 7781 7782 7783 7784 7785 7786 7787 7788 7789 7790 7791 7792 7793 7794 7795 7796 7797 7798 7799 7800 7801 7802 7803 7804 7805 7806 7807 7808 7809 7810 7811 7812 7813 7814 7815 7816 7817 7818 7819 7820 7821 7822 7823 7824 7825 7826 7827 7828 7829 7830 7831 7832 7833 7834 7835 7836 7837 7838 7839 7840 7841 7842 7843 7844 7845 7846 7847 7848 7849 7850 7851 7852 7853 7854 7855 7856 7857 7858 7859 7860 7861 7862 7863 7864 7865 7866 7867 7868 7869 7870 7871 7872 7873 7874 7875 7876 7877 7878 7879 7880 7881 7882 7883 7884 7885 7886 7887 7888 7889 7890 7891 7892 7893 7894 7895 7896 7897 7898 7899 7900 7901 7902 7903 7904 7905 7906 7907 7908 7909 7910 7911 7912 7913 7914 7915 7916 7917 7918 7919 7920 7921 7922 7923 7924 7925 7926 7927 7928 7929 7930 7931 7932 7933 7934 7935 7936 7937 7938 7939 7940 7941 7942 7943 7944 7945 7946 7947 7948 7949 7950 7951 7952 7953 7954 7955 7956 7957 7958 7959 7960 7961 7962 7963 7964 7965 7966 7967 7968 7969 7970 7971 7972 7973 7974 7975 7976 7977 7978 7979 7980 7981 7982 7983 7984 7985 7986 7987 7988 7989 7990 7991 7992 7993 7994 7995 7996 7997 7998 7999 8000 8001 8002 8003 8004 8005 8006 8007 8008 8009 8010 8011 8012 8013 8014 8015 8016 8017 8018 8019 8020 8021 8022 8023 8024 8025 8026 8027 8028 8029 8030 8031 8032 8033 8034 8035 8036 8037 8038 8039 8040 8041 8042 8043 8044 8045 8046 8047 8048 8049 8050

Q. Now, you're going to tell me that the defendant was not in the car at the time of the shooting, is that correct?

23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-105

Property

...and the

1. The first step is to identify the problem or question that needs to be addressed. This involves understanding the context and the specific requirements of the task.

[illegible]

County Clerk's Office

Property of Cook County Clerk's Office

100-100000

UNOFFICIAL COPY

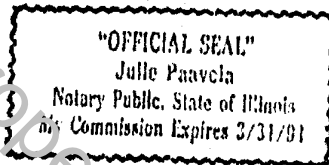
STATE OF ILLINOIS
COUNTY OF Cook

ss.

9 5 7 0 6 2 1

I, the undersigned, a Notary Public, in and for the County
and State aforesaid, DO HEREBY CERTIFY that Jane J. Kulibaba
and David J. Faren, who is/are personally known to me to
be the same person(s) whose name(s) is/are subscribed to the foregoing instruments as
Vice President and Senior Vice President of
Devon Bank, appeared before me this day in person and acknowl-
edged that he/she/they signed and delivered the said instrument as his/her/their own, free and voluntary
act and as the free and voluntary act of Devon Bank for the uses
and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of November, 19 90



Julie Paavola
Notary Public

My Commission Expires:

STATE OF
COUNTY OF

ss.

I, _____, a Notary Public, in and for the County
and State aforesaid, DO HEREBY CERTIFY that _____
and _____, who is/are personally known to me to
be the same person(s) whose name(s) is/are subscribed to the foregoing instruments as _____
and _____ of
Capitol Bankers Life Insurance Company, appeared before me this day in person and acknowl-
edged that he/she/they signed and delivered the said instrument as his/her/their own, free and voluntary
act and as the free and voluntary act of _____ for the uses
and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of October, 19 90

Notary Public

My Commission Expires:

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE,
January 11, 1906.
REPORT
OF THE
COMMISSIONER OF THE
LAND OFFICE,
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 11, 1905.
ALBION, ILLINOIS
JANUARY 11, 1906.

Property of Cook County Clerk's Office

STATE OF
COUNTY OF

IN SENATE,
January 11, 1906.
REPORT
OF THE
COMMISSIONER OF THE
LAND OFFICE,
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 11, 1905.
ALBION, ILLINOIS
JANUARY 11, 1906.

Very Truly,
Your Obedient Servant,

ALBION, ILLINOIS

90510053

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF _____

ss.

9 0 5 7 0 6 2 1

I, _____, a Notary Public, in and for the County
and State aforesaid, DO HEREBY CERTIFY that _____
and _____, who is/are personally known to me to
be the same person(s) whose name(s) is/are subscribed to the foregoing instruments as _____
and _____ of
Devon Bank _____, appeared before me this day in person and acknowl-
edged that he/she/they signed and delivered the said instrument as his/her/their own, free and voluntary
act and as the free and voluntary act of _____ for the uses
and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19 _____

Notary Public

My Commission Expires:

STATE OF Wisconsin }
COUNTY OF Milwaukee } ss.

I, Karisee Yonke, a Notary Public, in and for the County
and State aforesaid, DO HEREBY CERTIFY that Fredrick Broers
and L. John Katzel, who is/are personally known to me to
be the same person(s) whose name(s) is/are subscribed to the foregoing instruments as _____
Senior Vice President and Secretary of
Capital Bankers Life Insurance Company, appeared before me this day in person and acknowl-
edged that he/she/they signed and delivered the said instrument as his/her/their own, free and voluntary
act and as the free and voluntary act of Capital Bankers Life Ins. Co. for the uses
and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of November, 19 90
October

Karisee Yonke
Notary Public

My Commission Expires:
4/14/91

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NOTED TO DATE
10/10/00

On this day, I, the undersigned, being a duly qualified and authorized officer of the State of Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the State of Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Illinois at Springfield, this 10th day of October, 2000.

Notary Public

Notary Public

Notary Public

On this day, I, the undersigned, being a duly qualified and authorized officer of the State of Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the State of Illinois.

Notary Public

Notary Public

20210831

UNOFFICIAL COPY

STATE OF Illinois
COUNTY OF Cook

ss.: }

9 5 7 0 6 2 1

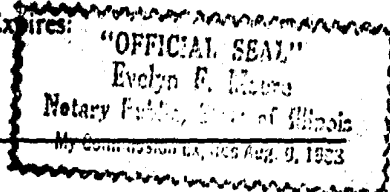
I, Evelyn F. Moore, a Notary Public in and for said County in the State
aforesaid, do hereby certify that Corrado Bek, Vice President
of LaSalle National Trust, N.A.
at National Banking Association, and William M. Dillon

Assistant Secretary, of said LaSalle National Trust, N.A., 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 acts, and as the free and
voluntary act of said LaSalle National Trust, N.A. as successor trustee to LaSalle
National Bank, as Trustee, for the uses and purposes therein set forth; and the said Assistant
Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said LaSalle National
Trust, N.A. as successor trustee to LaSalle National
act of said Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13 day of October, 1990.

Evelyn F. Moore
Notary Public

My Commission Expires:



UNOFFICIAL COPY

STATE OF ILLINOIS
JANUARY 1, 1967

IN SENATE,
January 1, 1967.

REPORT OF THE
COMMISSIONER OF THE DEPARTMENT OF REVENUE
ON THE REVENUE OF THE STATE OF ILLINOIS
FOR THE YEAR ENDING DECEMBER 31, 1966.

The following is a summary of the revenue of the State of Illinois for the year ending December 31, 1966. The total revenue for the year was \$1,100,000,000. This represents an increase of 10% over the total revenue for the year ending December 31, 1965. The revenue is derived from a variety of sources, including taxes, fees, and fines. The largest source of revenue is the State Income Tax, which accounts for 40% of the total revenue. Other significant sources include the State Sales Tax, the State Property Tax, and the State Motor Vehicle Tax. The revenue is used to fund a variety of state programs, including education, health care, and infrastructure. The following table provides a breakdown of the revenue by source.

Source of Revenue
Amount
Percentage of Total

State Income Tax	\$440,000,000	40%
State Sales Tax	\$220,000,000	20%
State Property Tax	\$180,000,000	16%
State Motor Vehicle Tax	\$100,000,000	9%
State Lottery	\$80,000,000	7%
State Fees and Fines	\$80,000,000	7%

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Subordination Agreement

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 12, 13 AND 14 IN BLOCK 33 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION OF SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE FOLLOWING DESCRIBED LINE, BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOTS 12, 13 AND 14 AND BEING THE NORTHEASTERLY LINE OF LINDEN AVENUE, 90.0 FEET NORTHEASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 12, THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SAID LOTS 12, 13 AND 14, 104.30 FEET MORE OR LESS TO A POINT BEING 84.24 FEET MORE OR LESS, SOUTH OF THE NORTH EAST CORNER OF SAID LOT 12 ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN BLOCK 10 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

100-123456

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EXHIBIT A

LEGAL DESCRIPTION

Torrens Rem. of Lot 13 described as follows

~~Lot 14~~ and that part of Lot 13, in Block 33, in Chicago North Shore Land Company's Subdivision in Sections 17 and 18, Township 42 North, Range 13, East of the Third Principal Meridian described as follows: Commencing at the Northwest corner of said Lot 13; thence Southeasterly along the Southwesterly line of said Lot, 40 feet to the point of beginning; thence Northeasterly along a line forming an angle of 90 degrees, with the prolongation of the last described line, 104.30 feet to the Westerly line of Green Bay Road at a point 34.24 feet Southerly of the Northeast corner of said Lot 13; thence Southerly along the Westerly line of Green Bay Road, said line forming an angle of 57 degrees, 19 minutes, 23 seconds with the last described line, 11.88 feet to the Southeast corner of said Lot 13; thence Southwesterly along the Southerly line of said Lot, said line forming an angle of 57 degrees, 19 minutes, 23 seconds, with the prolongation of the last described line, 97.89 feet to the Southwest corner of said Lot 13; thence Northwesterly along the Westerly line of said Lot, 10 feet to the point of beginning, all in Cook County, Illinois.

~~PARCEL 2:~~

~~LOT 2 IN BLOCK 10 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

A 750-222

REPORT OF THE

[illegible]

1. *Chlorophyll *a** and *Chlorophyll *b** were determined by the method of Arar and Collins (1971) using a Shimadzu 1010 spectrophotometer.

1. The first step in the process of identifying a problem is to recognize that a problem exists. This involves gathering information about the situation and identifying the specific issue that needs to be addressed.

Property of Cook County Clerk's Office

200-2002

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9 0 5 7 0 6 2 1
EXHIBIT B

OTHER JUNIOR DOCUMENTS

1. Assignment of Rents and Leases dated October 25, 1990 made by Borrower, as assignor to Junior Lender as assignee recorded with the Cook County Recorder's Office on October 31, 1990 as Document No. _____ and filed with the Office of the Registrar of Titles as Document No. LR _____.
2. Construction Loan Agreement dated October __, 1990 made by and between Borrower, LaSalle National Trust, N.A. as Trustee under Trust Agreement dated October 9, 1990 and known as Trust No. 115914, Raymond Chou ("Chou") and The Winnetka Landmark Building Partnership, an Illinois limited partnership (the "Partnership") and Junior Lender.
3. Guarantee dated October 25, 1990 made by the Partnership in favor of Junior Lender.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

OFFICE JUDGE DOCUMENT

On the 1st day of June 1991, the undersigned Judge of the Court of Cook County, Illinois, in and for the County of Cook, State of Illinois, do hereby certify that the within and foregoing document is a true and correct copy of the original document as the same appears in the records of the Court of Cook County, Illinois, and that the same is a true and correct copy of the original document as the same appears in the records of the Court of Cook County, Illinois.

Witness my hand and the seal of the Court of Cook County, Illinois, at Chicago, Illinois, this 1st day of June 1991.

In moved at Chicago, Illinois, this 1st day of June 1991, the undersigned Judge of the Court of Cook County, Illinois, do hereby certify that the within and foregoing document is a true and correct copy of the original document as the same appears in the records of the Court of Cook County, Illinois, and that the same is a true and correct copy of the original document as the same appears in the records of the Court of Cook County, Illinois.

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UNOFFICIAL COPY

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EXHIBIT C

OTHER SENIOR DOCUMENTS

1. Assignment of Rents and Lessor's Interest in Leases dated January 18, 1989 from Borrower and the Partnership as assignor to Senior Lender as assignee, recorded with the Cook County Recorder's Office on January 31, 1989 as Document No. 8904922 and filed with the Office of the Registrar of Titles on January 31, 1989 as Document No. LR3770669.
2. Security Agreement dated January 15, 1989 made by and between Senior Lender and the Partnership.
3. UCC-1 Financing Statement made by Borrower as Debtor to Senior Lender as Secured Party filed with the Secretary of State as Document No. 2530663.
4. UCC-1 Financing Statement made by the Partnership as Debtor to Senior Lender as Secured Party filed with the Secretary of State as Document No. 2530662.
5. UCC-2 Financing Statement made by Borrower as Debtor to Senior Lender as Secured Party filed with the Office of the Registrar of Titles as Document No. 3770670.
6. UCC-2 Financing Statement made by the Partnership as Debtor to Senior Lender as Secured Party recorded with the Cook County Recorder's Office as Document No. 89U02660.
7. Collateral Assignment of Beneficial Interest dated January 18, 1989 made by the Partnership in favor of Senior Lender.
8. Waiver of Defense and Estoppel Certificate dated January 18, 1989 made by Borrower and the Partnership for the benefit of Senior Lender.
9. Usury Certificate dated January 18, 1989 made by the Partnership for the benefit of Senior Lender.

90570621

