

UNOFFICIAL COPY

90105776

SUBORDINATION OF MORTGAGE AGREEMENT

33.00

7. This Subordination of Mortgage Agreement dated as of March 7, 1990, is made between Northwest Commerce Bank, an Illinois banking corporation ("Bank"), Chicago Title and Trust Company, as trustee of the Trust Deed (as defined below) and Sheraton Blackstone Corporation, as beneficiary of the Trust Deed (collectively the "Mortgagee").

R E C I T A L S

1. The Mortgagee has consented to the transfer to American National Bank and Trust Company of Chicago, as Trustee, under a Trust Agreement dated September 8, 1989 and known as Trust No. 109363-00 ("Mortgagor") of the Real Estate (as defined below) subject to a loan held by the Mortgagee, said loan secured by Trust Deed and Security Agreement (the "Trust Deed") dated May 30, 1985 and recorded May 31, 1985 as document 85041099 made by LaSalle National Bank, a national banking association, as trustee under Trust Agreement dated November 28, 1984 and known as trust number 109206 to Chicago Title and Trust Company, a corporation of Illinois ("Mortgage") to secure a note for \$29,500,000 ("Mortgage Note") and as amended by First Amendment to Trust Deed and Security Agreement and Note ("Amendment"), recorded November 3, 1989, as document 89524901 reducing the principal note to \$27,500,000, said Mortgage encumbering the Real Estate.

2. The Real Estate is subject to security interests in the fixtures located on the Real Estate as evidenced by UCC-2 Financing Statements recorded on December 7, 1989, in the office of the Recorder of Deeds for the County of Cook and State of Illinois as Document Number 89-U-29254, Document Number 89-U-29255 and Document Number 89-U-29256 (collectively referred to as "UCC-2"), both to secure the indebtedness under the Mortgage Note.

3. Cal-O'Hare Limited Partnership, a California limited partnership, the beneficiary of the Mortgagor (the "Beneficiary") has requested that the Bank extend a loan to the Mortgagor in an amount of \$2,700,000 ("Loan") to be used solely for the purpose of paying all past due and current real estate taxes on the Real Estate through December 31, 1989, establishing escrows to cover existing liens on the Real Estate and personal property located thereon and paying the expenses of the transaction.

4. The Bank has agreed to make the Loan evidenced by a Note dated March 7, 1990 ("Bank Note") in the original principal amount of \$2,700,000 plus interest at the per annum rate of 1% in excess of the Prime Rate (defined below) and after default at the rate of 5% in excess of the Prime Rate (as defined

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 MAR -8 PM 2:51

90105776

90105776

Page 8
1/1/90

72-41-831 (04)

UNOFFICIAL COPY

PROPERTY

Property of Cook County Clerk's Office

PROPERTY

UNOFFICIAL COPY

below) and including without limitation such fees, charges, costs, expenses (including attorneys' and paralegals' fees) in accordance with the Bank Note and secured by (i) a mortgage lien pursuant to a mortgage dated March 7, 1990 signed by the Mortgagor in favor of the Bank and recorded on March 8, 1990 in the office of the Recorder of Deeds of the County of Cook and the State of Illinois as Document Number 90105774 ("Bank Mortgage"); (ii) a lien pursuant to an assignment of rents dated March 7, 1990 signed by the Mortgagor in favor of the Bank and recorded March , 1990 in the office of the Recorder of Deeds for the County of Cook and State of Illinois as Document Number 90105775 ("Bank Assignment of Rents"); and (iii) a lien on the fixtures located on the Real Estate as evidenced by a UCC-2 Financing Statement signed by the Mortgagor in favor of the Bank and recorded March 8, 1990 in the office of the Recorder of Deeds for the County of Cook and State of Illinois as Document Number 90104901 ("Bank UCC-2");
~~and 90104105~~

5. To induce the Mortgagee to enter into this Agreement, the Guarantors (as defined below) have agreed to grant the Mortgagee a certain Guaranty Agreement relating to payments made by Mortgagee for the Bank Liabilities (the "Guaranty").

6. To induce the Bank to make the Loan, the Mortgagee has agreed to subordinate its liens on the Real Estate under the Mortgage, the Guaranty and the UCC-2 which secure the Mortgagee Liabilities (defined below) to the lien of the Bank on the Real Estate under the Bank Mortgage, the Bank Assignment of Rents and the Bank UCC-2 which secure the Bank Note of the Mortgagor owing to the Bank;

NOW, THEREFORE, in consideration of the foregoing and of the terms and provisions contained herein, and of the Loan to the Mortgagor by the Bank, the parties hereby agree as follow:

1. DEFINITIONS. As used above and in this Agreement, the following terms shall have the following meanings.

1.1. "Bank Financing Agreements" means the Bank Note, the Bank Mortgage, the Bank Assignment of Rents, the Bank UCC-2, the Continuing Guaranties of the Beneficiary and the Guarantors, and any security agreement, collateral assignment of beneficial interests security agreement, mortgages, deeds of trust security agreements and other instruments and documents granting collateral security for the Bank Note.

1.2. "Bank Liabilities" means the obligations, liabilities and indebtedness of the Mortgagor to the Bank on the Bank Note plus all costs, expenses, fees, charges, attorneys' and paralegals' fees owing by the Mortgagor to the Bank under the Bank Financing Agreements and all obligations arising thereunder.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1587075

UNOFFICIAL COPY

1.3. "Collateral" means the Real Estate, including without limitation, all other now owned or existing or hereafter arising or acquired real or personal property of the Mortgagor in which the Bank has a security interest, mortgage, lien, charge or other encumbrance as security for the Bank Liabilities.

1.4. "Continuing Guaranties" means the guaranties of the Bank Liabilities in connection with the Loan.

1.5. "Guarantors" means Ronald I. Anson, Henry S. Stone and David Roberts.

1.6. "Mortgagee Financing Agreements" means the Mortgage Note, the Mortgage, the Amendment, the Guaranty, the UCC-2 and all existing documents, instruments, agreements and understandings to which the Mortgagee and the Mortgagor are parties or which have been delivered by Mortgagor for the benefit of the Mortgagee.

1.7. "Mortgagee Liabilities" means all obligations, liabilities and indebtedness of the Mortgagor and/or Beneficiary to the Mortgagee of every kind, nature and description; direct or indirect; secured or unsecured; joint and/or several; absolute or contingent; due or to become due; now existing or hereafter incurred or created or acquired, including but not limited to, all obligations, liabilities and indebtedness of the Mortgagor to the Mortgagee under the Mortgagee Financing Agreements, including all extensions, renewals and modifications thereof.

1.8. "Prime Rate" means that rate of interest announced or established by the Bank as the Bank's commercial prime rate. Each change in the interest rate shall become effective on the day the corresponding change in the Prime Rate is effective, with or without notice to anyone. The Mortgagor and Beneficiary acknowledge that the Bank makes no representation that the Prime Rate is the lowest or best rate offered by the Bank. In the event the Bank shall no longer announce or establish the Prime Rate, the Mortgagor and Beneficiary agree that the Bank will select a rate comparable to the Prime Rate, to be used in lieu thereof.

1.9. "Real Estate" means the Mortgagor's real property described in Exhibit A attached hereto and made a part hereof, together with any buildings, improvements and fixtures now or in the future located thereon which are not equipment used in the operation of the Beneficiary's business.

2. PRIORITY OF BANK LOAN. The Mortgagee agrees that in order to determine the relative priorities of the Bank's and the Mortgagee's liens on the Collateral, with respect to the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Mortgagee Liabilities and Bank Liabilities and the application of the proceeds of the Collateral thereof, subject to the terms of this Agreement, the Mortgagee hereby subordinates its Mortgage and the other Mortgagee Financing Agreements to the Bank Financing Agreements only, with the same force and effect as if the Bank Mortgage and other Bank Financing Agreements had been executed, delivered, recorded, and filed prior to the execution, delivery, recordation and filing of the Mortgage and any other Mortgagee Financing Agreements but only to the extent of the sum total of (i) the outstanding principal balance of the Bank Note, (ii) all accrued, unpaid interest on the Bank Note, and (iii) all costs and expenses incurred by the Bank in collecting on the Bank Note pursuant to the Bank Financing Agreements, including but not limited to, attorneys' and paralegals' fees.

3. NO RIGHT TO REBORROW. The Bank acknowledges that the sole purpose of the Bank Loan is for the purpose of paying real estate taxes on the Real Estate, establishing escrows to cover existing liens on the Real Estate and personal property located thereon, and to pay the expenses of the transaction. The Bank agrees that the Mortgagor shall have no right to reborrow any sums paid to the Bank pursuant to the Bank Note without the express prior written consent of the Mortgagee which may be withheld for any reason or no reason. Notwithstanding the foregoing, nothing herein shall be construed to prohibit the Bank, without consent of Mortgagee, to renew or extend any payment due under the Bank Liabilities for a period of up to sixty (60) days after the maturity of the payment. In addition, the Bank, the Mortgagor and the Beneficiary may modify the Bank Liabilities and/or the Bank Financing Agreements in any way that does not increase the amount of the Bank Liabilities at any time, or extend the maturity for more than sixty (60) days; provided, however, that no modifications shall be made without the consent of Mortgagee which would increase the interest rate under the Bank Liabilities and/or Bank Financing Documents or would cause any loan or other borrowing other than the Bank Liabilities existing prior to such modifications to be secured by the Bank Mortgage. The Bank agrees to use reasonable efforts to provide Mortgagee with prior notice of any such extension or modification and an opportunity to comment, but in no event shall the Bank's failure to do so in any way affect the terms of this Agreement. The Bank agrees to provide notice to Mortgagee within thirty (30) days after date of the same.

4. WAIVER OF RESTRICTIONS. The Mortgagee acknowledges that as security for the Bank Liabilities, the Bank has been or will be granted security interest in, a mortgage on, and other liens upon all or part of the Collateral. The Mortgagee waives the application to the Bank Financing Agreements of all restrictions contained in the Mortgagee Financing Agreements which might or could prohibit the Mortgagor from entering into and/or consummating and performing the Bank Financing Agreements.

90105776

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

5. APPLICATIONS OF PROCEEDS. The proceeds of any insurance, condemnation awards, sales, dispositions or other realizations upon all or any part of the Collateral shall be applied and paid (i) first, to the payment in full of the expenses of such collection, sale, disposition or other realization, including all expenses, liabilities and advances incurred or made by the Bank in connection therewith, including attorneys' and paralegals' fees; (ii) second, to the payment in full of all Bank Liabilities in accordance with the provisions of the Bank Financing Agreements; and (iii) third, to the Mortgagee to the extent entitled under law, for application to the Mortgagee Liabilities in whatever manner and order the Mortgagee chooses in accordance with the provisions of the Mortgagee Financing Agreement and applicable law.

6. NOTICES. The Mortgagee shall provide the Bank with prompt notice of any declared default under the Mortgagee Financing Agreements, together with any written notices delivered to the Borrower in connection therewith. The Bank shall have the right but not the obligation to cure any default within thirty (30) days after receipt of such notice from the Mortgagee. The Bank shall provide the Mortgagee with prompt notice of any declared default under the Bank Financing Agreements, together with copies of any written notices delivered to the Borrower in connection therewith and to give the Mortgagee thirty (30) days time from the date of receipt of said default notice to cure or cause the defaults to be cured. To the extent that the defaults to be cured are monetary defaults, in order to effect a cure, the Mortgagee shall only be obligated to pay those monetary sums that become due and payable prior or after the date of delivery of the notice of default to the Mortgagee, it being understood that upon payment of those sums, the cure shall be deemed to be completed by the Mortgagee. In the event that any such defaults are non-monetary defaults which although are capable of being cured but which are incapable of being cured within such thirty (30) day period, the Bank agrees not to foreclose the Bank Mortgage if the Mortgagee shall within said thirty (30) day period initiate action to cure such default and thereafter pursue the curing of such default with due diligence. Notwithstanding anything contained herein to the contrary, Mortgagee shall only have the right to cure hereunder up to four (4) defaults in each twelve month period that the Loan is outstanding.

7. SALE, TRANSFER OR ASSIGNMENT OF BANK FINANCING AGREEMENTS BY THE BANK. The Bank agrees not to sell, transfer or assign to any person or entity any or all of the Bank Financing Agreements without giving the Mortgagee thirty (30) days' notice of such sale, transfer or assignment and the opportunity to acquire the Bank Financing Documents upon and for the same terms and conditions as have been offered to and accepted by such person or entity. To the extent that the Mortgagee does not

UNOFFICIAL COPY

Property of Cook County Clerk's Office

05571611

UNOFFICIAL COPY

exercise its rights pursuant to this paragraph 7 and the Bank does not complete the sale, assignment or transfer to the identified party or thereafter changes any of the terms and condition of such sale, assignment or transfer, then the Bank shall give the Mortgagee an additional thirty (30) days' notice and an opportunity to exercise its rights pursuant to such new terms and conditions or any new proposed sale. Anything in the foregoing to the contrary notwithstanding, the Bank shall have the right, without first obtaining the consent of or giving notice to the Mortgagee and without need for compliance with the foregoing procedure and option to Mortgagee, to obtain participants for the Loan and to make such transfers and assignments of the Bank Financing Agreements as may be incidental thereto, or as shall be incidental to any merger, acquisition, reorganization, change in form or change of name which may affect Bank or in which Bank may participate. All participants, transferees, successors and assignees permitted herein shall be fully subject to all the terms and condition hereof, including, without limitation, the terms of this Section 7.

8. MODIFICATION OF BANK FINANCING DOCUMENTS. Except as provided in Section 3 above, the Bank agrees that it will not extend, modify, amend, or otherwise change any of the Bank Financing Documents, copies of which are attached hereto as Exhibit B, without the prior written consent of the Mortgagee, which consent may be withheld for any reason or no reason.

9. ACQUISITION OF BANK FINANCING AGREEMENTS BY MORTGAGEE. The Mortgagee may, at its option and at any time, acquire the Bank's interest in all of the Bank Financing Agreements by payment of a sum equal to the unpaid principal balance, accrued but unpaid interest on the Bank Note, plus any reasonable expenses of the Bank relating to such acquisitions (which shall not be include any penalty or prepayment fee), including, without limitation attorney's and paralegal's fees.

10. NOTICES. All notices required to be given hereunder shall be given in writing to be delivered by hand or by overnight express delivery service to the parties at their respective addresses set forth below:

(a) To the Bank:

Northwest Commerce Bank
9575 West Higgins Road
Rosemont, Illinois 60018

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000000000

UNOFFICIAL COPY

With a copy to:

DeHaan & Richter, P.C.
55 West Monroe Street
Chicago, Illinois 60603
Attn: Paul J. Richter, Esq.

(b) To the Mortgagee:

Sheraton Blackstone Corporation
60 State Street
Boston, Massachusetts 02109
Attn: General Counsel

With a copy to:

Peterson, Ross, Schloerb & Seidel
200 East Randolph Drive
Suite 7300
Chicago, Illinois 60601-6969
Attn: Walter Piecewicz, Esq.

No change in address of the Mortgagee or the Bank shall be effective, unless delivered in writing to the other party at the address set forth above.

11. ADDITIONAL DOCUMENTS. Each party shall execute and deliver such additional agreements and documents, including this Agreement, and take such additional action as the other may request at any time and from time to time to effectuate the provisions and purposes of this Agreement. If requested, each shall execute filings to be recorded in accordance with Uniform Commercial Code provisions or other applicable law in the appropriate locations reflecting the existence of this Agreement.

12. BINDING EFFECT. All of the terms, covenants and conditions herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13. ENTIRE AGREEMENT. This agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any term hereof may be modified, altered, waived, discharged or terminated except by an instrument in writing executed by an authorized individual on behalf of the party(ies) to be charged.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Each of the parties hereto irrevocably consents to the jurisdiction of the courts of said State and of the federal court

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011
11/11/2011

UNOFFICIAL COPY

located in Chicago, Illinois in connection with any action or proceeding arising out of or relating to this Agreement. In any action or proceeding arising out of or relating to this Agreement, each of the parties hereto waives trial by jury.

15. EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof submissible into evidence, and all of which together shall be deemed to be a single instrument.

16. MISCELLANEOUS.

A. In the event the amount of any reduction or reductions in the Bank Liabilities hereunder, whether by payment, collection or recovery or otherwise, from any source are subsequently declared to be preferential or fraudulent or invalidated, set aside or required to be repaid under any state, federal or bankruptcy law or equitable rule, then to the extent of each recovery, the obligation intended to be satisfied shall be revived and continued in full force as Bank Liabilities as though the amount of such reduction or reductions had not been made, collected or recovered.

B. The terms and provisions of this Agreement shall continue in full force and effect notwithstanding (i) the filing by or against the Mortgagor of any petition or application (whether at law or in equity) for any relief under any bankruptcy, insolvency, arrangement, reorganization, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction (including, without limitation, the bankruptcy laws of the United States) now or hereafter in effect, or for the appointment of any trustee, receiver or liquidator for all or any part of the Mortgagor's property, or (ii) the entry of any order by a court of competent jurisdiction granting such relief.

C. The terms and provisions of this Agreement shall be for the sole benefit of the parties hereto and their respective successors and assigns (subject to paragraph 7), and no other person, firm, entity or corporation shall have any right, benefit, priority, or interest under, or because of the existence of, this Agreement. The Mortgagor, although it may sign this Agreement indicating the understanding of the terms and provisions hereof, is not a party to this Agreement and does not and will not receive any right, benefit, priority or interest under or because of the existence of this Agreement. It is expressly understood by all the parties that this

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/15/2011

UNOFFICIAL COPY

Subordination Agreement shall not give any other mortgagee or lien holder any greater right or priority than if it had not been entered into among the parties hereto.

D. This Subordination Agreement shall terminate upon payment in full of the Bank Liabilities and the priorities of the Mortgagee's liens on the Collateral shall be restored in all respects. The Bank agrees to execute all documents required by the Mortgagee's title insurance company in order to cancel the Bank Mortgage and this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their proper and duly authorized officers as of the day and year first above written. Mortgagor, although not direct party hereto, has signed below to indicate its understanding of the foregoing and its acceptance and agreement with all of the terms and provisions hereof.

NORTHWEST COMMERCE BANK

SHERATON BLACKSTONE CORPORATION,
a Delaware corporation

By: Thomas A. Reus
Its: President

By: [Signature]
Its: VP

CAL-O'HARE LTD., a California
Limited Partnership

By: Cliffwood Management Company,
General Partner

By: [Signature]
Henry S. Stone, President

AGREED:

American National Bank and Trust
Company of Chicago,
as Trustee under a Trust
Agreement dated September 8, 1989
and known as Trust No. 109363-00

By: [Signature]
Its: AND UCC PRES

This instrument is executed by the undersigned Lead Trustee, not personally, but solely
Trustee in the execution of the power and authority conferred upon him in and pursuant to his said
Trustee. It is expressly understood and agreed that the undersigned Trustee is not liable
in any way for the acts or omissions of the Trustee in his instrument.
The undersigned Trustee is not liable for the acts or omissions of the Trustee in his instrument.
The undersigned Trustee is not liable for the acts or omissions of the Trustee in his instrument.
The undersigned Trustee is not liable for the acts or omissions of the Trustee in his instrument.
The undersigned Trustee is not liable for the acts or omissions of the Trustee in his instrument.
The undersigned Trustee is not liable for the acts or omissions of the Trustee in his instrument.

90105776

UNOFFICIAL COPY

Property of Cook County Clerk's Office

05/20/2011

UNOFFICIAL COPY

CONSENTED BY

CHICAGO TITLE AND TRUST COMPANY,
Trustee of the Trust Deed IDENTIFIED
AS # 705963

By: *[Signature]*
Assistant Vice President

By: *[Signature]*
Assistant Secretary

STATE OF ILLINOIS

COUNTY OF COOK

I, JEAN M. BOLER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *[Signature]* and KAREN NAUGHTON, as Vice President and as Assistant Secretary, respectively, of Chicago Title and Trust Company of Chicago, a title company, 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 acknowledged that they signed and delivered the said instrument as the free and voluntary acts of said corporation, as Trustee of the Trust Deed, for the uses and purposes therein set forth; and they did also then and there acknowledge that they, as custodians of the corporate seal of said corporation, affix the said corporate seal of said corporation to said instrument as their free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this MAR 07 1990 day of March, 1990.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____

"OFFICIAL SEAL"
Jean M. Boler
Notary Public, State of Illinois
My Commission Expires 11/16/91

90105776

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2013 01 08

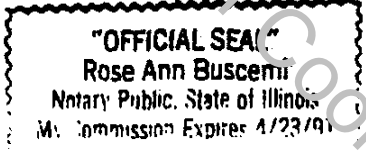
2013 01 08

UNOFFICIAL COPY

STATE OF Illinoi)
)SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Henry S. Stone, personally known to me to be the same person whose name subscribed to this Subordination Agreement as President, of Cliffwood Management Company, a California corporation, as general partner of Cal O'Hare, Ltd., a California limited partnership d/b/a Sheraton International O'Hare, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7 day of March, 1990.



Rose Ann Buscemi
Notary Public

Commission expires _____, 19__.

STATE OF Ma.)
)SS
COUNTY OF Duffolk)

I, Mary Albano, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas A. Ellsworth, personally known to me to be the same person whose name is subscribed to this Subordination Agreement as Vice President, of Sheraton Blackstone Corporation, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of March, 1990.

Mary Albano
Notary Public

Commission expires 2/1, 1991.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

"OFFICIAL SEAL"
JOSE AND BERNARD
COUNTY CLERK

COOK COUNTY CLERK'S OFFICE

0000000000

UNOFFICIAL COPY

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Rose Ann Buscemi, a Notary Public in and for the County and State aforesaid, do hereby certify that Illinois P. Bergin, personally known to me to be the same persons whose name is subscribed to this Subordination Agreement as President, of Northwest Commerce Bank, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he/she, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act and of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7 day of March, 1990.

OFFICIAL SEAL
Rose Ann Buscemi
Notary Public, State of Illinois
My Commission Expires 4/23/91

Rose Ann Buscemi
Notary Public

Commission expires _____, 19__.

COOK County Clerk's Office

90105776

UNOFFICIAL COPY

Property of Cook County Clerk's Office

PROPERTY OF
COOK COUNTY CLERK'S OFFICE
1800 E. WASHINGTON ST. CHICAGO, IL 60601

COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

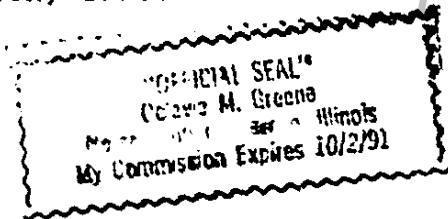
STATE OF ILLINOIS

COUNTY OF COOK

Octavia M. Greene

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter Johansen, of American National Bank and Trust Company of Chicago, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as the free and voluntary acts of said association, as Trustee, for the uses and purposes therein set forth; and the said _____ did also then and there acknowledge that he/she, as custodian of the corporate seal of said association, affix the said corporate seal of said association to said instrument as his/her free and voluntary act of said association, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this MAR 11 1990 day of March, 1990.



Octavia M. Greene
NOTARY PUBLIC

My Commission Expires: _____

Cook County Clerk's Office

90105776

UNOFFICIAL COPY

Property of Cook County Clerk's Office

03/20/2015

UNOFFICIAL COPY

EXHIBIT A Legal Description of Real Estate

PARCEL 1:

THE SOUTH $\frac{1}{2}$ OF THE SOUTH EAST $\frac{1}{4}$ OF THE NORTH EAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR MANNHEIM ROAD AND THAT PART CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT NO. 16738863), (AND EXCEPT THAT PART TAKEN IN CASE NO. 64L21589), IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE EAST $\frac{1}{2}$ OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WEST LINE OF MANNHEIM ROAD AND NORTH OF THE NORTH LINE OF THE ILLINOIS TOLL HIGHWAY DRAWN FROM A POINT IN THE EAST LINE OF SAID SOUTH EAST $\frac{1}{4}$, 315.2 FEET SOUTH OF THE EAST $\frac{1}{2}$ CORNER OF SAID SECTION 32 TO A POINT IN THE NORTH LINE OF SAID EAST $\frac{1}{2}$ OF THE SOUTH EAST $\frac{1}{4}$, 844.84 FEET MEASURED ON THE SAID NORTH LINE EAST OF THE NORTH WEST CORNER OF SAID EAST $\frac{1}{2}$ OF THE SOUTH EAST $\frac{1}{4}$ OF SAID SECTION 32, (EXCEPT THAT PART TAKEN IN CASE NO. 64L21263), IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 1 TO 4, BOTH INCLUSIVE, IN BLOCK 2 IN OLIVER SALINGER AND COMPANY'S FIRST ADDITION TO GLEN ACRES, BEING A SUBDIVISION OF THE NORTH $\frac{3}{4}$ OF THE SOUTH EAST $\frac{1}{4}$ OF THE NORTH EAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

THAT PART OF THE SOUTH $\frac{1}{2}$ OF MORSE AVENUE, VACATED BY DOCUMENT 26239728, LYING NORTH OF AND ADJOINING LOTS 3 AND 4 IN BLOCK 2 IN OLIVER SALINGER AND COMPANY'S FIRST ADDITION TO GLEN ACRES, BEING A SUBDIVISION OF THE NORTH $\frac{3}{4}$ OF THE SOUTH EAST $\frac{1}{4}$ OF THE NORTH EAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-32-203-005-0000
09-32-206-017-0000
09-32-212-015-0000

Prepared By and After Recording
Mail To:

Paul J. Richter, Esq.
DeHaan & Richter, P.C.
55 West Monroe Street
Suite 1000
Chicago, Illinois 60603
(312) 726-2660

COOK COUNTY CLERK'S OFFICE

50105776

UNOFFICIAL COPY

Property of Cook County Clerk's Office

20070224

POWER OF ATTORNEY

The undersigned, DAVID ROBERTS, hereby appoints HENRY S. STONE as his attorney-in-fact to act for him and in his name to execute, deliver, consent or agree to, acknowledge or otherwise deal with any and all agreements, documents, instruments, notices or other items to be signed by the undersigned in connection with that loan (the "Loan") to be made by Northwest Community Bank, an Illinois banking corporation ("Bank") to American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated September 8, 1989, and known as Trust No. 109363-00 ("Debtor") for the benefit of Cal O'Hare, Ltd. a California limited partnership d/b/a Sheraton International O'Hare ("Beneficiary"), which such agreement, documents, instruments, notices and other items may include, without limitation, subordination agreements, guaranties, mortgages, escrow agreements and such other things of a similar nature which HENRY S. STONE may deem necessary or appropriate in connection with the Loan.

This power of attorney is effective as of 8:00 a.m., Pacific Time, March 5, 1990.

The powers granted hereby shall expire on the close of business on March 31, 1990, Central Time, but such expiration shall not invalidate the acts of HENRY S. STONE taken prior to that date pursuant to the authority granted to him hereunder.

The undersigned are fully informed as to, and have complete knowledge of the effect of, the contents of this power of attorney.

IN WITNESS WHEREOF, the undersigned has executed this power of attorney as of the 5th day of March, 1990.



DAVID ROBERTS

90105776

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

STATE OF California
COUNTY OF Los Angeles

The undersigned, a notary public in and for the above county and state, certifies that DAVID ROBERTS, known to me to be the same person whose name is subscribed to the foregoing power of attorney, appeared before me in person and acknowledged signing and delivering the instrument as his free and voluntary act, for the uses and purposes therein set forth.

DATED: March 5, 1990

Margaret G. Souders
Notary Public

My Commission Expires: 10-1-93

(S E A L)



90105776

UNOFFICIAL COPY

Property of Cook County Clerk's Office

05/20/2012

UNOFFICIAL COPY

POWER OF ATTORNEY

The undersigned, RONALD I. ANSON, hereby appoints HENRY S. STONE as his attorney-in-fact to act for him and in his name to execute, deliver, consent or agree to, acknowledge or otherwise deal with any and all agreements, documents, instruments, notices or other items to be signed by the undersigned in connection with that loan (the "Loan") to be made by Northwest Community Bank, an Illinois banking corporation ("Bank") to American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated September 8, 1989, and known as Trust No. 109363-00 ("Debtor") for the benefit of Cal O'Hara, Ltd. a California limited partnership d/b/a Sheraton International O'Hara ("Beneficiary"), which such agreement, documents, instruments, notices and other items may include, without limitation, subordination agreements, guaranties, mortgages, escrow agreements and such other things of a similar nature which HENRY S. STONE may deem necessary or appropriate in connection with the Loan.

This power of attorney is effective as of 8:00 a.m., Pacific Time, March 5, 1990.

The powers granted hereby shall expire on the close of business on March 31, 1990, Central Time, but such expiration shall not invalidate the acts of HENRY S. STONE taken prior to that date pursuant to the authority granted to him hereunder.

The undersigned are fully informed as to, and have complete knowledge of the effect of, the contents of this power of attorney.

IN WITNESS WHEREOF, the undersigned has executed this power of attorney as of the 5th day of March, 1990.

RONALD I. ANSON

90105776

UNOFFICIAL COPY

Property of Cook County Clerk's Office

20250214

STATE OF California)
)
COUNTY OF Los Angeles)

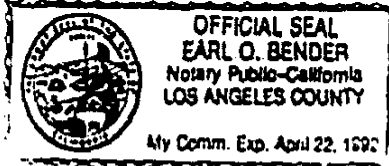
The undersigned, a notary public in and for the above county and state, certifies that RONALD I. ANSON, known to me to be the same person whose name is subscribed to the foregoing power of attorney, appeared before me in person and acknowledged signing and delivering the instrument as his free and voluntary act, for the uses and purposes therein set forth.

DATED: March 7, 1990

Earl O. Bender
Notary Public

(S E A L)

My Commission Expires: 04/22/92



Property of Cook County Clerk's Office

90105776

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01/18/2012