KNOW ALL MEN BY THE PROPERTY THE FIRST CLAL, COPT

consideration of the One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby Remise, Convey, Release and Quit-claim unto George Edward Mullen and Joyce L. Mullen, his wife

unto heirs, successors, and assigns, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain mortgage to Dovenmuehle, Inc.

19th bearing date the

day of October

. A. D. 19 59 , and

recorded in the Recorder's Office of Cook

County, in the State of Illinois, in

Book

of Records on Page

as Document 17708722

and through mesne assignments

of record assigned to Continental Illinois National Bank & Trust Co. of Chicago

by assignment dated November 17,1959 and recorded in said County and State in

Book

of Records on Page

as Document 17721782

, to the premises therein described,

situated in the County of

and State of Illinois, as follows, to wit:

Lot 1999 in Elk Grove Village Section 6, being a subdivision in the East half of section 33, township 41 North, range 11, East of the third principal

meridian, according to the plat thereof recorded January 16, 1959, as document 17429393 in Cook County, Illinois.

Property Address: 942 Carswell. Elk Grove Village, 1L 60007 Permanent Index NO: 08-33-210-026-0000

OUNTY CLOTT'S \$11°1 \$

COUNTY FLYDROER

together with all the appurtenances and privileges thereunto belonging or appertaining, the infactive dness secured by said mortgage having been fully paid, satisfied and discharged.

IN TESTIMONY WHEREOF said

CONTINENTAL BANK N.A.

authorized

has caused these

presents to be executed in its behalf by its duly officers, and its corporate seal to be hereunto affixed this

day of

, A. D. 19-89

This instrument prepared by

TALMAN HOME MORTGAGE CORPORATION Willess 4:42 H HARLEM AVE.

NOOTOTE, IL COZOT

VICE PRESIDENT BALLEY

REAL ESTATE OFFICER

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

FORM NO MISSE JUN 8

	State of Illi Cook County		3,	PA'	TSY ANN BRU	<u> </u>	-
19111191 19111191	CONTINENTAL I ESTATE Office names are sub Vice President such officers that they sig act, and as purposes them acknowledge to said corporate act, and as purposes them are purposes them	EN S. JACKSON BANK N.A., a er of said Bank scribed to the t and of said Bank med and delive the free and rein set forth hat he, as cu the free and the free and the free and the free and	National Fink, personal officer, appeared the se voluntary h; and the stodian of d Bank to a voluntary	Banking Associate known to a instrument respectively before me the respectively before me the respectively before act and deer said Trust the corporate said instrument act and deer act act and deer act	e President ciation, and o me to be as such, and to me his day in put as their d of said F Officer die seal of said ent, as his d of said F	personally known free and acknown free acknown	named II., REAL ons whose own to be nowledged voluntary uses and ind there iffix the voluntary uses and
"OFFICIAL SEAL" PATSY ANN BRUCE Notary Public, State of Illinois My Commission Expires 4/27/91 PATSY ANN ERUCE Notary Public Notary Public							
				County	· C/	206	n n n n
Box	SATISFACTION OF MORTGAGE	-01-	The same of the sa		Mell	EIKGROUP VIII MENT LAN	FORTH WO NITIESS JUST PT

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, Landlord has executed and delivered a

Mortgage, Security Agreement and Assignment of Leases and Rents

(the "Mortgage") encumbering the Real Estate to Mortgagee and a

Collateral Assignment of Lease (the "Assignment") to secure an

indebtedness evidenced by a term note in the principal amount

of Three Hundred Nineteen Thousand Five Hundred Dollars

(\$319,500.00); 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 hereco 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.

- 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.
- 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, the Note secured by the Mortgage or the Assignment, 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.

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 for 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 Mortgageo 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.

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

> TENANT: HEARTLAND TECHNICAL MARKETING, INC., an Illinois corporation

> > 111.45,04.0

Attest:

By: Name:

DOCATION COOK Title:

LANDLORD:

By: Name: Title:

1615 Colonial Drive Partnership, an Illinois deneral Partnership

By: Namo: NELAN Title: 11,1.16...

C/e/t/s Office

MORTGAGEE;

First Chicago Bank of Mount Prospect

By:

9010411

UNOFFICIAL COPY

STATE OF ILLINOIS) SS. COUNTY OF)
I, Janes Traine , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Imp
Marketing, Inc., an Illinois corporation, and, of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary 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 5mg day of March 1990.
My Commission Expires: OFFICIAL SEAL IAMES R. TRUSCHKE NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. APR. 2 1993
STATE OF ILLINOIS) SS. COUNTY OF COOK)
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ALAN H Bell , Partner of 1615 Colonial Drive Partnership, an Illinois general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.
March 1990. GIVEN under my hand and notary seal this 3 day of
Commission expires

90104110

UNOFFICIAL COPY

STATE OF ILLINOIS SS. COUNTY OF COOK _, a Notary Public in the State aforesaid, DO HEREBY CERTIFY CAMEROA Vice-President of First Chicago Bank of Mount Prospect, a banking corporation, and 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 as such follows () () () he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said bank, as trustee, and caused the seal of said bank, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal on this 1/11 day of February, 1990. MARCH andra Belvedene My Commission Expires: OFFICIAL STAT SANDRA BELVEDERF 'NY Clary's Office NOTARY PUBLIC STATE OF ILLINOIS

MY COMMISSION EXP. MAR. 12, 1991

-8-

EXHIBIT A TO SUBORDINATION AGREEMENT IN FAVOR OF THE FIRST CHICAGO BANK OF MOUNT PROSPECT

LEGAL DESCRIPTION

UNIT NUMBER 8 IN WILLIAMSBURG VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CERTAIN LOTS IN WILLIAMSBURG UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 26456829; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Common Address: 1615 Colonial Drive, Inverness, Illinois