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RECOGNITION AGREEMENT

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THIS AGREEMENT is made and entered into as of this 29th day of June, 1990, by and among LASALLE NATIONAL BANK, a national banking association ("LaSalle"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated May 31, 1990, and known as Trust No. 110135-05 ("Trustee"), and VRC CREDIT SERVICES, INC., an Illinois corporation ("VRC") (Trustee and VRC being hereinafter referred to together as "Borrower"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("ANB").

IN WITNESS WHEREOF

WHEREAS, pursuant to that certain Assumption Agreement dated on or about the date hereof, by and among Trustee, LaSalle and LaSalle National Bank, as successor trustee to Exchange National Bank of Chicago, as Trustee ("Prior Owner") under Trust Agreement dated November 1, 1976 and known as Trust No. 31844, Trustee has assumed the obligations of Prior Owner under (i) that certain Mortgage and Assignment of Rents dated June 17, 1977, and recorded on June 22, 1977, as Document No. 23979347 with the Cook County Recorder of Deeds, by and between Prior Owner, as mortgagor, and LaSalle, as mortgagee, securing a Mortgage Note executed by Prior Owner payable to LaSalle in the original principal sum of One Million Four Hundred Thousand and No/100ths Dollars (\$1,400,000.00), and encumbering the fee interest in the property legally described on Exhibit A attached hereto and made a part hereof in Cook County, Illinois (such property together with all other property secured by said Mortgage and Assignment of Rents and any of the other First Loan Documents, as that term is hereinafter defined, being herein collectively referred to as the "Premises"), which Mortgage and Assignment of Rents was amended by that certain Amendment to Mortgage dated June 27, 1977, and recorded on August 5, 1977 as Document No. 24046582 with the Cook County Recorder of Deeds (said Mortgage and Assignment of Rents, as so amended, being herein referred to as the "First Mortgage"), and (ii) that certain Assignment of Leases dated June 17, 1977, by and between Prior Owner, as assignor, and LaSalle, as assignee, securing the Mortgage Note (the "First Assignment of Leases") (the First Note, the First Mortgage, the First Assignment of Leases and any other documents or instruments now evidencing, securing, regulating or guaranteeing the First Note, as the same have been amended and assumed as aforesaid, being herein referred to collectively as the "First Loan Documents");

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This instrument prepared by and after recording return to:

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Anthony L. Frink
Gottlieb and Schwartz
200 East Randolph Drive
Chicago, Illinois 60601

1990 JUL -6 PM 12:03

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WHEREAS, ANB is concurrently herewith making a second mortgage loan (the "Second Loan") to Borrower in the original principal amount of Seven Hundred Fifty Thousand and No/100ths Dollars (\$750,000.00), which Second Loan is evidenced by that certain Installment Note of even date herewith executed by Borrower and delivered to Lender (the "Second Note");

WHEREAS, the Second Loan is secured inter alia by that certain Second Mortgage and Security Agreement of even date herewith executed by Borrower, as mortgagor, in favor of ANB, as mortgagee, and delivered to ANB (the "Second Mortgage"), which is a second encumbrance upon the fee interest in the Premises, and that certain Second Assignment of Leases, Rents and Income of even date herewith executed by Borrower and delivered to Lender, secondarily collaterally assigning to Lender all leases, rents and income of the Premises (the "Second Assignment of Rents"); the Second Note, Second Mortgage, Second Assignment of Rents and any other documents or instruments now or hereafter securing, evidencing, guaranteeing or regulating the Second Loan being hereinafter sometimes collectively referred to as the "Second Loan Documents";

WHEREAS, the Second Loan Documents are subject, subordinate and secondary to the First Loan Documents in all respects; and

WHEREAS, ANB requires that as a condition precedent to the making of the Second Loan, LaSalle and Borrower execute this Agreement thereby making certain agreements, confirmations, representations, covenants and warranties;

NOW THEREFORE, as an inducement to Lender to disburse the proceeds of the Second Loan, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, LaSalle and Borrower hereby acknowledge, consent and agree, for the benefit of each other and Lender, as follows:

1. LaSalle confirms as of the date hereof that:

(i) the First Loan Documents are now owned and held by LaSalle. As of the date hereof, the First Loan Documents are unmodified, except as otherwise provided herein, and in full force and effect;

(ii) as of the date hereof, the outstanding principal balance under First Loan Documents plus all accrued and unpaid interest is \$1,259,780.36, and in no event will the amount loaned by LaSalle and secured by the First Loan Documents exceed \$1,400,000.00, plus costs and expenses incident to default, and accrued interest without the prior written approval of ANB,

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provided that ANB is not hereby deemed to have given its consent to the disbursement of any amounts under the First Note in excess of said amount presently outstanding, except to the extent that ANB's consent to any additional disbursement under the First Note is not required as a matter of law; and

(iii) to LaSalle's knowledge, no default, event of default, Default or Event of Default (any one or more of the following being hereinafter referred to as a "Event of Default") exists under any of the First Loan Documents and, to LaSalle's knowledge, no state of facts exist which, but for notice, the passage of time, or both, would constitute an Event of Default under any of the First Loan Documents.

2. LaSalle acknowledges and agrees that the making of the Second Loan and the execution and delivery of the Second Loan Documents shall not constitute an Event of Default under the First Loan Documents.

3. LaSalle covenants and agrees that the First Loan shall not be accelerated, the First Mortgage shall not be foreclosed or otherwise realized upon, LaSalle shall not accept a deed in lieu of foreclosure and no other remedy will be exercised by LaSalle under the First Loan Documents so long as:

(i) ANB cures any monetary Event of Default under the First Loan Documents within ten (10) days after receipt of written notice thereof from LaSalle specifying such Event of Default;

(ii) ANB cures any nonmonetary Event of Default under the First Loan Documents, which by its nature is capable of being cured by ANB, within thirty (30) days after receipt of written notice thereof from LaSalle specifying such Event of Default, provided, however, that if such non-monetary Event of Default cannot reasonably be cured within such thirty (30) day period, the thirty (30) day period shall be extended so long as ANB is diligently pursuing a cure; or

(iii) in the event of any nonmonetary Event of Default, which by its nature is not capable of being cured by ANB, ANB shall have commenced appropriate proceedings to realize upon the security interests collaterally assigned ANB under the Second Loan Documents or to diligently pursue the same thereafter.

LaSalle agrees to accept and recognize performance by ANB on Borrower's or any other party's behalf under the First Loan Docu-

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ments. ANB may, within such notice and cure periods, offer to purchase the First Loan, together with all instruments and documents evidencing or securing the same, for a purchase price which is the total of the amounts then due, including accrued interest, any costs and expenses incurred by LaSalle in the enforcement thereof or in order to protect its security. If so offered, purchase and sale shall occur five (5) business days thereafter, at which time ANB will deliver to LaSalle the entire purchase price, in immediately available funds, and LaSalle will assign and transfer to ANB the First Loan Documents, and the parties will execute and deliver to each other such additional documents and instruments as are usual and customary for the purchase and sale of a secured real property loan between financial institutions.

4. LaSalle acknowledges and agrees that, notwithstanding any provision of the First Loan Documents to the contrary, the foreclosure by ANB of any lien created by any of the Second Loan Documents, a default or Default by Borrower or any other party under any of the Second Loan Documents and/or the enforcement of any other rights thereunder by ANB shall not constitute an Event of Default under the First Loan Documents or justify acceleration or foreclosure thereunder or thereon unless the default or Default under the Loan Documents remains uncured for ninety (90) days after the filing of foreclosure proceedings by ANB, provided that no other Event of Default has occurred which has not been cured under the First Loan Documents as provided thereunder or hereunder.

5. LaSalle agrees that it shall send to ANB at ANB's address set forth in Paragraph 8 below a copy of all notices given by LaSalle to Borrower or any other party pursuant to any of the First Loan Documents or this Agreement.

6. Borrower hereby authorizes ANB, at its option, to perform any covenants, do any acts, and make any payments required under the First Loan Documents that have not been performed, done, or paid by Borrower or any other party when required thereunder. All expenses incurred and sums paid pursuant to the foregoing authority, with interest thereon at the Default Rate (as that term is defined in the Second Note), shall be secured by the Second Mortgage and the other Second Loan Documents and shall be payable to ANB on demand. ANB may exercise its option to perform any of such covenants, do any of such acts, or make any of such payments as aforesaid prior to, simultaneously with, or subsequent to any exercise by ANB of its option to declare all Indebtedness Hereby Secured (as that term is defined in the Second Mortgage) to be immediately due and payable. The curing by ANB of any Event of Default under any of the First Loan Documents shall not be deemed to constitute the curing of such Event of Default by Borrower or any other party or the curing of the resulting default or Default under the Second Mortgage or the other Second Loan Documents, and in such event ANB shall be entitled to

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pursue its remedies under the Second Mortgage and the other Second Loan Documents as in the case of any other default or Default, whether or not any Event of Default then still exists under the First Loan Documents.

7. The understandings and agreements addressed herein shall inure to the benefit of and be binding upon the respective successors and assigns. Without limiting the generality of the foregoing, LaSalle agrees to deliver a copy of this agreement to any person or entity to whom its sells or assigns any rights pursuant to the First Loan Documents.

8. Every notice, demand or request required in this Agreement or by applicable law shall be deemed given and received when written notice is personally served or sent by overnight courier or two business days after being mailed to the party entitled to such notice. If mailed, such notice shall be by certified or registered mail, return receipt requested, with all postage paid and addressed to such party at its address set forth below or to such other address as either party hereto shall direct by like written notice. For the purposes herein, notices shall be sent as follows:

If to Borrower:

c/o VRC Credit Services, Inc.
6141 N. Cicero
Chicago, Illinois 60645
Attention: Albert G. Rubin

With a copy to:

Edgar A. Blumenfeld, Ltd.
134 N. LaSalle Street
Chicago, Illinois 60646
Attention: Edgar A. Blumenfeld, Esq.

If to ANB:

American National Bank and Trust Company of Chicago
33 N. LaSalle Street
Chicago, Illinois 60690
Attention: Patrick J. Hickey, Vice President

With a copy to:

Gottlieb and Schwartz
200 East Randolph Drive
Suite 6900
Chicago, Illinois 60601
Attention: Anthony L. Frink, Esq.

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If to LaSalle:

LaSalle National Bank
135 S. LaSalle Street
Chicago, Illinois 60690
Attention: Donna Boalter, Assistant Vice President

With a copy to:

Spitzer, Addis, Susman & Krull
100 W. Monroe Street
Suite 1100
Chicago, Illinois 60603
Attention: Robert J. Krull, Esq.

9. If any provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this agreement and shall in no way affect any other provision herein contained. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10. Should either party hereto reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision herein contained, including but not limited to any action for damages by reason of any alleged breach of any provision herein contained, then the prevailing party shall be entitled to recover all costs and expenses incurred thereby, including but not limited to reasonable attorneys' fees for services rendered to such prevailing party.

11. This agreement shall be governed by the laws of the State of Illinois. Time is of the essence of this agreement and every provision hereof. No amendment hereof shall be effective unless in writing, executed by both parties hereto. No waiver by either party hereto of any of its rights hereunder upon a default hereunder shall be deemed a waiver of or acquiescence in any future default.

12. This instrument may be signed in multiple counterparts which will, when taken together, have the same force and effect as if all of the signatories hereto had executed the same copy.

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

BORROWER:

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee as aforesaid

By: [Signature]
Its: Robert Rubin, President

Attest: [Signature]
Its: ASSISTANT SECRETARY

VRC CREDIT SERVICES, INC.,
an Illinois corporation

By: [Signature]
Edgar A. Blumenthal, President

Attest: [Signature]
Arlene Talbot, Secretary

ANB:

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
a national banking association

By: _____
Its: _____

Attest: _____
Its: _____

LASALLE:

LASALLE NATIONAL BANK,
a national banking association

By: [Signature]
Its: Assistant Vice President

Attest: [Signature]
Its: Assistant Secretary

The instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood that neither the Trustee nor any of its officers, directors, representatives, cover or employees shall be held liable for any loss or damage sustained by the Trustee or its beneficiaries in the exercise of its powers and not personally liable for any loss, liability or personal responsibility incurred by or on behalf of any firm, be it associated or enforceable against the Trustee, or on account of any attorney, insurance, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Clerk's Office

MJS/062990/ALF/ANB-RUBIN LOAN.1/REC-AGR.3

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

BORROWER:

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee as aforesaid

By: _____
Its: _____

Attest: _____
Its: _____

LASALLE:

LASALLE NATIONAL BANK,
a national banking association

By: _____
Its: _____

Attest: _____
Its: _____

VRC CREDIT SERVICES, INC.,
an Illinois corporation

By: _____
Edgar A. Blumenthal, President

Attest: _____
Arlene Talbot, Secretary

ANB:

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
a national banking association

By: Michael Meehan
Its: Commercial Banking Officer

Attest: Michael Meehan
Its: Commercial Banking Officer

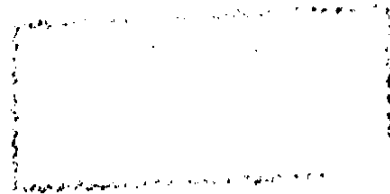
MJS/062990/ALF/ANB-RUBIN LOAN.1/REC-AGR.3

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that

Peter H. Johann and L. MICHAEL WELAN

of American National Bank and Trust Company of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such

Wesond Vice President and ASSISTANT SECRETARY

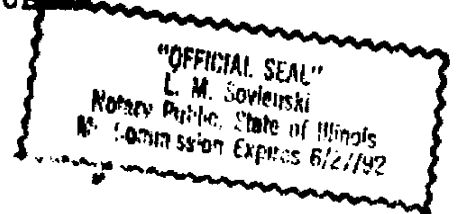
respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said ASSISTANT SECRETARY for the uses and purposes therein set forth.

Given under my hand and Notarial Seal JUL - 2 1990
Date _____

L. M. Sovleuski

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that

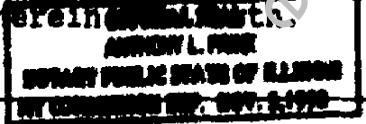
Indrek J. Micker and Michael P. Mahan, Commercial Banking Officer

of American National Bank and Trust Company of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such

Vice President Commercial Banking Officer and Commercial Banking Officer

respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal
Date July 2, 1990



Anthony L. F. & Co.

NOTARY PUBLIC

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COOK COUNTY CLERK'S OFFICE
JAN 12 2011 10:00 AM
CHICAGO, ILL.

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EXHIBIT A

LEGAL DESCRIPTION:

Parcel 1: The North 264 feet of the South 528 feet of the East 165 feet of the Northeast fractional quarter of Section 9, Township 41 North, Range 13, East of the Third Principal Meridian (except the East 55 feet thereof, of which the East 40 feet of said East 55 feet was condemned for Cicero Avenue on petition filed July 16, 1930, by Village of Niles Center, in County Court of Cook County, Illinois, as Case 63866, wherein judgment was rendered November 5, 1930, and of which the West 15 feet of said East 55 feet was conveyed by Warranty Deed to the State of Illinois August 5, 1974, for right of way for highway purposes), in Cook County, Illinois

Parcel 2: Lot 1 in North Evanston Harrison Boulevard Subdivision of the East 13.37 acres (except the South 528 feet of the East 165 feet thereof) of the Northeast fractional quarter of Section 9, Township 41 North, Range 13, East of the Third Principal Meridian; also: All of the vacated 16 foot Public Alley lying West of and adjoining said Lot 1, in Cook County, Illinois

Parcel 3: All of the vacated Public Alley lying West of and adjoining the North 264 feet of the South 528 feet of the East 165 feet of the Northeast fractional quarter of Section 9, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

COMMONLY KNOWN AS: 10024 Skokie Boulevard, Skokie, IL 60077
P.I.N. 10-09-204-010; 10-09-204-011; 10-09-204-012; 10-09-204-013;
10-09-204-014; 10-09-204-015; 10-09-204-016; 10-09-204-017; 10-09-
204-018; 10-09-204-019 and 10-09-204-029

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