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This document is being re-recorded to correct a typographical error contained in the legal description attached as Exhibit A by changing the reference in the third line of the legal description to the correct reference of Block 59.

72-70156 SR D3 5 of 5

1. Junior and Senior Debt. All indebtedness and obligations of the Borrower to the Bank, including but not limited to, all indebtedness and obligations of the Borrower to the Bank arising under the Loan Agreement, the Mortgage covering real property legally described in Exhibit B attached hereto, the Promissory Note in the face amount of \$2,250,000 (evidencing credit line obligation), installment Note B in the face amount of \$640,000, installment Note C in the face amount of \$1,360,000 and

NOW, THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt of which is hereby acknowledged by the Affiliate, the Affiliate hereby covenants and agrees with the Bank as follows:

WHEREAS, the Bank has required, as a condition to entering into the Loan Agreement with the Borrower and making the Loans thereunder, that each Affiliate subordinate the principal amount of all indebtedness and obligations now or hereafter owing to such Affiliate by the Borrower, together with any interest accruing thereon to the extent provided herein, to the obligations of the Borrower to the Bank and, in order to induce the Bank to enter into the Loan Agreement and make the Loans to the Borrower thereunder, each Affiliate has agreed to enter into this Agreement.

WHEREAS, as a consequence of each Affiliate's ownership interest in and relationship with the Borrower, each Affiliate will benefit, directly and indirectly, from the loans made by the Bank to the Borrower; and

WHEREAS, the Borrower currently has or will have outstanding certain of its notes or instruments payable to each Affiliate (collectively and in the aggregate, the "Affiliate Notes");

WHEREAS, each Affiliate owns, beneficially and of record, shares of the common stock of Borrower, and Rosenquist, pursuant to his guaranty of even date herewith, is guaranteeing the obligations of the Borrower to the Bank under the Loan Agreement;

WHEREAS, E. W. Kneip Company, an Illinois corporation (the "Borrower"), and the Bank are entering into that certain loan and Security Agreement of even date herewith (together with all exhibits and amendments thereto and all extensions, modifications, renewals, restatements and substitutions thereof and therefor, collectively, the "Loan Agreement" with all terms used but not otherwise defined herein being used with in the same meanings as described to them therein) and the Bank has agreed to make loans to the Borrower in accordance with the terms and conditions set forth in the Loan Agreement;

This Subordination Agreement (this "Agreement") dated as of September 17, 1990 by Bank One, Milwaukee, N.A. (the "Bank"), and Thomas Rosenquist ("Rosenquist"), Mark Reich, Steven F. Graver, Kenneth Spense, Paul Thompson, Michael Wolfe, Paul Beckwith and Kevin Scullion (individually and collectively "Affiliate").

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SUBORDINATION AGREEMENT

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COOK COUNTY, ILLINOIS  
FOR RECORD

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and the Loan Documents and all indebtedness and obligations of Rosenquist to the Bank arising under his guaranty, are hereinafter called "Senior Debt". The term "Senior Debt", as used herein, shall include, without limitation, any and all interest accruing on any of the Senior Debt after the commencement of any proceedings referred to in paragraph 4 hereof, notwithstanding any provision or rule of law which might restrict the rights of the Bank, as against Borrower or anyone else, to collect such interest. All indebtedness of the Borrower to each Affiliate now or hereafter incurred or existing, together with any interest accruing thereon according to the terms thereof, including any such indebtedness of the Borrower to each Affiliate evidenced by Affiliate Notes, or that may be pledged or assigned to the Bank pursuant to paragraph 2(c) hereof, is hereinafter called "Junior Debt".

2. Creation and Evidence of Junior Debt. Each Affiliate will, from time to time, (a) promptly notify the Bank of the creation of any Junior Debt, and of the issuance of any promissory note or other instrument to evidence any Junior Debt, (b) upon request by the Bank, cause any Junior Debt not evidenced by a promissory note or other instrument of Borrower to be so evidenced, and (c) upon request by the Bank, and as collateral security for all Senior Debt, endorse without recourse, deliver and pledge to the Bank such Affiliate Notes and otherwise assign to the Bank any or all Junior Debt and any or all security therefor and guarantees thereof, all in a manner satisfactory to the Bank.

3. Subordination. The payment of all Junior Debt shall be postponed, subordinated and Junior Debt shall be payment in full of all Senior Debt, and no payments or other distributions whatsoever in respect of any Junior Debt shall be made, nor shall any property or assets of Borrower be applied to the purchase or other acquisition or retirement of any Junior Debt, except that, unless an Event of Default, as hereinafter defined) shall have occurred, the Borrower may pay and each Affiliate shall be entitled to receive interest provided for under the Affiliate Notes, not to exceed the Bank's Reference Rate plus one percent (1%), when due thereunder and on the terms and conditions provided therein. Without limiting the generality of the foregoing, each Affiliate acknowledges and agrees that the Bank's lien, security interest and position in all collateral and other property securing the Senior Debt shall be prior to that of each Affiliate under that certain Mortgage dated February 28, 1990 and recorded August 15, 1990 as Document 90398353, with the Cook County, Illinois Recorder of Deeds and each Affiliate's security interests disclosed by Financing Statements filed as No. 2753002 with the Illinois Secretary of State and No. 90 U 17596 with the Cook County, Illinois Recorder of Deeds executed by Borrower, as Debtor, in favor of each Affiliate, as Secured Parties. An "Event of Default" shall be deemed to have occurred hereunder if any of the following shall have occurred: (1) an Event of Default, as defined herein or in the Loan Agreement, shall have occurred, (2) any misrepresentation is made by any Affiliate hereunder or (3) any duty imposed by this Agreement

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6. Application of Payments. All payments and distributions received by the Bank in respect of the Junior Debt, to the extent received in or converted into cash, may be applied

5. Additional Duties of Affiliates. In the event that an Affiliate receives any payment or other distribution of any kind or character, whether in cash, property or securities from Borrower or from any other source whatsoever in respect of any of the Junior Debt, other than as expressly permitted by the terms of this Agreement, such payment or other distribution shall be received in trust for the Bank and promptly turned over by the Affiliate to the Bank. Each Affiliate will mark his books and records, and will request Borrower to mark its books and records, so as to clearly indicate that the Junior Debt is subordinated in accordance with the terms of this Agreement, and will cause to be clearly inserted in the Affiliate Notes or any other promissory note or instrument which at any time evidences any of the Junior Debt a statement to the effect that the payment thereof is subordinated in accordance with the terms of this Agreement. Each Affiliate will execute such further documents, assignments, consents or instruments and take such further action as the Bank may reasonably from time to time request to carry out the intent of this Agreement.

4. Proceedings. In the event of any dissolution, receivership, winding up, insolvency, bankruptcy, liquidation, reorganization or other similar proceedings relating to Borrower, its creditors as such, or to its property (whether voluntary or involuntary, partial or complete, and whether in bankruptcy, insolvency or receivership, or upon an assignment for the benefit of creditors, or any other marshalling of the assets and liabilities of Borrower, or any sale of all or substantially all of the assets of Borrower, or otherwise), the Senior Debt shall first be paid in full before any Affiliate shall be entitled to receive and to retain any payment or distribution in respect of the Junior Debt, and, in order to implement the foregoing, (a) all payments and distributions of any kind or character, whether in cash, property or securities in respect of the Junior Debt to which any Affiliate would be entitled if the Junior Debt were not subordinated, or subordinated and pledged or assigned, pursuant to this Agreement shall be made directly to the Bank, (b) each Affiliate shall promptly file a claim or claims, in the form required in such proceedings, for the full outstanding amount of the Junior Debt, and shall use best efforts to cause such claim or claims to be approved and all payments and other distributions in respect thereof to be made directly to the Bank, and (c) each Affiliate hereby irrevocably agrees that the Bank may, at its sole discretion, in the name of such Affiliate or otherwise, demand, sue for, collect, receive and accept for any and all such payments or distributions, and file, prove, and vote or consent in any such proceedings with respect to, any and all claims of each such Affiliate relating to the Junior Debt.

on the Affiliate or covenant hereunder is breached or violated by any Affiliate.

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9. Continuing Agreement. This Agreement shall in all respects be a continuing agreement and shall remain in full force and effect (notwithstanding, without limitation, the death or incompetency of any Affiliate or that at any time or from time to

Default. The giving of notice or both, would constitute an event of Default or an event which, with the passage of time or consent to the taking of or join in any action constituting an event as otherwise provided under the Loan Agreement; or (h) by the Borrower of salary or any compensation to any Affiliate, Borrower; (g) accept, permit, authorize or consent to any payment reorganization or insolvency proceedings with respect to join with any other creditor in commencing, any bankruptcy, convert any Junior Debt into stock of Borrower; (f) commence, or remedies with respect to any Junior Debt; (e) (d) take any action to collect, foreclose upon or exercise any existing as of the date hereof and listed on Exhibit A hereto; ("Security") for any Junior Debt, other than that security Debt; (c) take any collateral, guaranty or other security herunder or an event of default under the terms of such Junior Debt; (b) attempt to accelerate, enforce or collect any Junior Debt or any rights in Junior Debt or any rights in respect thereof; (a) attempt to subordinate to any indebtedness other than the Senior Debt, and terms of, cancel, waive, forgive, transfer or assign or amend the without the prior written consent of the Bank; (a) amend the Prohibitions on Affiliate. The Affiliate will not

7. Waiver. Each Affiliate hereby waives: (a) notice of acceptance by the Bank of this Agreement (including any other counterpart hereto from any other Affiliate); (b) notice of the existence or creation or non-payment of all or any of the Senior Debt; and (c) all diligence in collection or protection of or realization upon the Senior Debt or any security therefor.

8. Prohibitions on Affiliate. The Affiliate will not realize upon the Senior Debt or any security therefor. (a) notice of acceptance by the Bank of this Agreement (including any other counterpart hereto from any other Affiliate); (b) notice of the existence or creation or non-payment of all or any of the Senior Debt; and (c) all diligence in collection or protection of or realization upon the Senior Debt or any security therefor.

9. Waiver. Each Affiliate hereby waives: (a) notice of acceptance by the Bank of this Agreement (including any other counterpart hereto from any other Affiliate); (b) notice of the existence or creation or non-payment of all or any of the Senior Debt; and (c) all diligence in collection or protection of or realization upon the Senior Debt or any security therefor. (a) notice of acceptance by the Bank of this Agreement (including any other counterpart hereto from any other Affiliate); (b) notice of the existence or creation or non-payment of all or any of the Senior Debt; and (c) all diligence in collection or protection of or realization upon the Senior Debt or any security therefor.

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time all Senior Debt may have been paid in full), subject to the Bank of written notice therefrom, or from any person duly authorized and acting on behalf of such Affiliate of the discontinuance hereof; provided, however, that the giving of any such notice of discontinuance shall constitute an Event of Default hereunder and no such notice of discontinuance shall affect or impair any of the agreements and obligations of such Affiliate hereunder with respect to any and all Senior Debt existing prior to the time of receipt of such notice by the Bank, any and all Senior Debt created or acquired thereafter pursuant to any previous commitments made by the Bank, any and all extensions or renewals of any of the foregoing, and any and all expenses paid or incurred by the Bank in endeavoring to collect or realize upon any of the foregoing or any security therefor; and all of the agreements and obligations of each Affiliate under this Agreement shall, notwithstanding any such notice of discontinuance, remain in full force and effect until all such Senior Debt (including any extensions or renewals of any thereof and all such interest and expenses) shall have been paid in full.

10. Rights of Bank. The Bank may, from time to time, whether before or after any discontinuance of this Agreement, at its sole discretion and without notice to any Affiliate, take any or all of the following actions: (a) retain or obtain a security interest in any property of the Borrower to secure any of the Senior debt, (b) retain or obtain the primary or secondary obligation of any other obligor or obligor with respect to any of the Senior Debt, (c) extend or renew for one or more periods the Senior Debt, (d) extend or renew for one or more periods (whether or not longer than the original period) or release, compromise, alter, amend or exchange any of the Senior Debt, or release or compromise any obligation of any nature of any obligor with respect to any of the Senior Debt, and (d) release its security interest in, or surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the Senior Debt, or extend or renew for one or more periods (whether or not longer than the original period) or release, compromise, alter, amend or exchange any obligations of any nature of any obligor with respect to any such property. The Bank shall not be prejudiced in its rights under this Agreement by any act or failure to act of Borrower or any Affiliate, or any non-compliance of Borrower or the Affiliate with any agreement or obligation, regardless of any knowledge thereof which the Bank may have or with which the Bank may be charged; and no action of the Bank permitted hereunder shall in any way affect or impair the rights of the Bank and the obligations of each Affiliate under this Agreement. No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof of the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon the Bank except as expressly set forth in a writing signed and delivered on behalf of the Bank. For the purposes of this Agreement, Senior Debt shall include all Obligations of Borrower to the Bank under the Loan Agreement, notwithstanding any right

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or power of borrower or anyone else to assert any claim or defense as to the invalidity or unenforceability of such obligation, and no such claim or defense shall affect or impair the agreements and obligations of each Affiliate hereunder.

11. Assignment by Bank. The Bank may, from time to time, whether before or after any discontinuance of this Agreement, without notice to the Affiliate, assign or transfer any or all of the Senior debt or any interest therein; and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Senior Debt shall be and remain Senior Debt for the purpose of this Agreement, and every immediate and successive assignee or transferee of any of the Senior Debt or of any interest therein shall, to the extent of the interest of such assignee or transferee in the Senior Debt, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferee were the Bank; provided, however, that unless the Bank shall otherwise consent in writing, the Bank shall have an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Agreement, for the benefit of the Bank, as to the Senior Debt which the Bank has not assigned or transferred.

12. Successors. This Agreement shall be binding upon each Affiliate and upon the heirs, legal representatives, successors and assigns thereof; and, all references herein to Borrower and the Affiliate, respectively, shall be deemed to include any successor or successors, whether immediate or remote, thereto.

13. Counterparts. This Agreement may be executed in counterparts (it being the contemplation that each Affiliate will execute separate counterparts), each of which shall constitute an original, but all together shall constitute one and the same agreement.



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Edward J. Wong, Jr., Esq.  
Sachoff & Weaver  
30 South Wacker Drive  
Suite 2900  
Chicago, Illinois 60606

This document has been prepared by  
and after recording should be returned  
to:

By: [Signature]  
Its: [Signature]

By: [Signature]  
Its: [Signature]

ATTEST:

E. W. KNEIP COMPANY

DATE: September 12, 1990

The undersigned Borrower hereby acknowledges receipt of a copy of the foregoing Subordination Agreement, waives notice of acceptance thereof by the Bank, and agrees to be bound by the terms and provisions thereof, 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, including, without limitation, giving notice to the Bank of any Event of Default hereunder or any attempt by the Affiliate to accelerate, enforce or collect any junior debt for any reason.

AFFILIATE:

Phillip L. Ostroski  
Its Senior Vice President

By:

[Signature]

BANK ONE, MILWAUKEE, N.A.

IN WITNESS WHEREOF, the Affiliate and the Bank have caused this Agreement to be executed as of the date first above written.

14. Governing Law and Severability. This Agreement shall be construed in accordance with and governed by the Laws of the State of Illinois. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Laws, but if any provision of this Agreement shall be prohibited by or invalid under such Laws, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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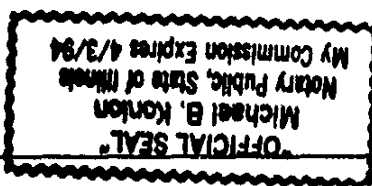
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My commission expires:

Michael B. Kanton  
Notary Public

I, Michael B. Kanton, a notary public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Phillip L. Ostroski, as Senior Vice President and as appeared before me this day in person and acknowledged that as such officers of Bank One, Milwaukee, N.A., a national banking association signed and delivered the foregoing instrument pursuant to the authority given by the board of directors of the corporation as such officers, free and voluntary act and deed and as the free and voluntary act and deed on behalf of the corporation, for the uses and purposes therein set forth.  
GIVEN under my hand and official seal this 12 day of September, 1990.

STATE OF ILLINOIS  
COUNTY OF Cook

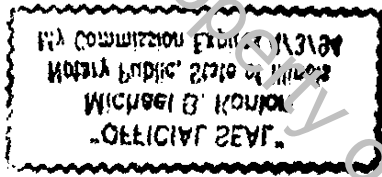
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Edward J. Wong, Jr., Esq.  
Sachoff & Weaver  
30 South Wacker Drive  
Suite 2900  
Chicago, Illinois 60606

This document has been prepared by  
and after recording should be returned  
to:

By: Charles J. Kerner  
Its: Checkbook

By: [Signature]  
Its: [Signature]

ATTEST:

DATED: September 17, 1990 E. W. KNIP COMPANY

The undersigned Borrower hereby acknowledges receipt of a copy of  
the foregoing Subordination Agreement, waives notice of  
acceptance thereof by the Bank, and agrees to be bound by the  
terms and provisions thereof 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, including, without limitation,  
giving notice to the Bank of any Event of Default hereunder or  
any attempt by the Affiliate to accelerate, enforce or collect  
any Junior Debt for any reason.

[Signature]

AFFILIATE:

By: Philip D. Ostroski  
Philip D. Ostroski  
Its Senior Vice President

BANK ONE, MILWAUKEE, N.A.

IN WITNESS WHEREOF, the Affiliate and the Bank have caused  
this Agreement to be executed as of the date first above written.

State of Wisconsin. Wherever possible each provision of this  
Agreement shall be interpreted in such manner as to be effective  
and valid under applicable laws, but if any provision of this  
Agreement shall be prohibited by or invalid under such laws, such  
provision shall be ineffective to the extent of such prohibition  
or invalidity, without invalidating the remainder of such  
provision or the remaining provisions of this Agreement.

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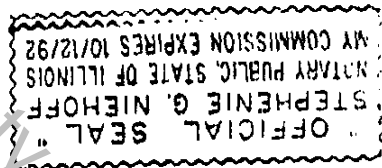
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My commission expires:

Notary Public  
*Stephenie G. Niehoff*

GIVEN under my hand and official seal this 17 day of September, 1990.

I, *Stephenie G. Niehoff*, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *James Starnoff*, appeared before me this day in person and acknowledged that such person signed and delivered the foregoing instrument as such person's free and voluntary act and deed, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF Lake )  
SS )

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Edward J. Wong, Jr., Esq.  
Sachoff & Weaver  
30 South Wacker Drive  
Suite 2900  
Chicago, Illinois 60606

This document has been prepared by  
and after recording should be returned  
to:

By: Edward J. Wong, Jr.  
Its: Secretary

By: Philip L. Ostroski  
Its: Senior Vice President

ATTEST:

DATED: September 17, 1990 E. W. KNIP COMPANY

The undersigned Borrower hereby acknowledges receipt of a copy of  
the foregoing Subordination Agreement, waives notice of  
acceptance thereof by the Bank, and agrees to be bound by the  
terms and provisions thereof, 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, including, without limitation,  
giving notice to the Bank of any Event of Default hereunder or  
any attempt by the Affiliate to accelerate, enforce or collect  
any Junior Debt for any reason.

Philip L. Ostroski

AFFILIATE:

Philip L. Ostroski  
Its Senior Vice President

By:

Philip L. Ostroski

BANK ONE, MILWAUKEE, N.A.

IN WITNESS WHEREOF, the Affiliate and the Bank have caused  
this Agreement to be executed as of the date first above written.

State of Wisconsin. Wherever possible each provision of this  
Agreement shall be interpreted in such manner as to be effective  
and valid under applicable Laws, but if any provision of this  
Agreement shall be prohibited by or invalid under such Laws, such  
provision shall be ineffective to the extent of such prohibition  
or invalidity, without invalidating the remainder of such  
provision or the remaining provisions of this Agreement.

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OFFICIAL SEAL  
PAUL E. THOMPSON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/14/92

My commission expires:

Paul E. Thompson  
Notary Public

I, Paul E. Thompson, a notary public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Steve Grover, appeared before me this day in person and acknowledged that such person signed and delivered the foregoing instrument as such person's free and voluntary act and deed, for the uses and purposes therein set forth.  
GIVEN under my hand and official seal this 14th day of September, 1990.

STATE OF ILLINOIS )  
COUNTY OF LAKE )  
SS

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Edward J. Wong, Jr., Esq.  
Sachoff & Weaver  
30 South Wacker Drive  
Suite 2900  
Chicago, Illinois 60606

This document has been prepared by  
and after recording should be returned  
to:

BY: Edward J. Wong, Jr.  
Its: Sachoff & Weaver

BY: Philip D. Ostroski  
Its: Bank One

91447986

ATTEST:

DATED: September 17, 1990 E. W. KNIP COMPANY

The undersigned Borrower hereby acknowledges receipt of a copy of  
the foregoing Subordination Agreement, waives notice of  
acceptance thereof by the Bank, and agrees to be bound by the  
terms and provisions thereof 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, including, without limitation,  
giving notice to the Bank of any Event of Default hereunder or  
any attempt by the Affiliate to accelerate, enforce or collect  
any Junior Debt for any reason.

Philip D. Ostroski

AFFILIATE:

BY: Philip D. Ostroski  
Philip W. Ostroski  
Its Senior Vice President

BANK ONE, MILWAUKEE, N.A.

IN WITNESS WHEREOF, the Affiliate and the Bank have caused  
this Agreement to be executed as of the date first above written.

State of Wisconsin. Wherever possible each provision of this  
Agreement shall be interpreted in such manner as to be effective  
and valid under applicable laws, but if any provision of this  
Agreement shall be prohibited by or invalid under such laws, such  
provision shall be ineffective to the extent of such prohibition  
or invalidity, without invalidating the remainder of such  
provision or the remaining provisions of this Agreement.

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Handwritten initials and marks

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Edward J. Wong, Jr., Esq.  
Sachoff & Weaver  
30 South Wacker Drive  
Suite 2900  
Chicago, Illinois 60606

This document has been prepared by  
and after recording should be returned  
to:

BY: Philip J. Ostroski  
Its: Senior Vice President

BY: Edward J. Wong, Jr.  
Its: Attorney

ATTEST:

E. W. KNIBB COMPANY

DATED: September 12, 1990

The undersigned borrower hereby acknowledges receipt of a copy of  
the foregoing Subordination Agreement, waives notice of  
acceptance thereof by the Bank, and agrees to be bound by the  
terms and provisions thereof, 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, including, without limitation,  
giving notice to the Bank of any Event of Default hereunder or  
any attempt by the Affiliate to accelerate, enforce or collect  
any Junior Debt for any reason.

Philip J. Ostroski  
AFFILIATE:

BY: Philip J. Ostroski  
Philip J. Ostroski  
Its Senior Vice President

BANK ONE, MILWAUKEE, N.A.

IN WITNESS WHEREOF, the Affiliate and the Bank have caused  
this Agreement to be executed as of the date first above written.  
State of Wisconsin. Wherever possible each provision of this  
Agreement shall be interpreted in such manner as to be effective  
and valid under applicable laws, but if any provision of this  
Agreement shall be prohibited by or invalid under such laws, such  
provision shall be ineffective to the extend of such prohibition  
or invalidity, without invalidating the remainder of such  
provision or the remaining provisions of this Agreement.

Witness  
pjo

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OFFICIAL SEAL  
STEPHENIE G. NIEHOFF  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/12/92

My commission expires:

Notary Public

GIVEN under my hand and official seal this 11 day of September, 1990.

I, Stephanie G. Niehoff, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John S. Thompson, appeared before me this day in person and acknowledged that such person signed and delivered the foregoing instrument as such person's free and voluntary act and deed, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF Cook )  
SS )

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Edward J. Wong, Jr., Esq.  
Sachnoff & Weaver  
30 South Wacker Drive  
Suite 2900  
Chicago, Illinois 60606

This document has been prepared by  
and after recording should be returned  
to:

By: Michael J. Ostroski  
Its: Secretary

By: Edward J. Wong, Jr.  
Its: Secretary

ATTEST:

DATED: September 17, 1990 E. W. KEMP COMPANY

The undersigned Borrower hereby acknowledges receipt of a copy of  
the foregoing Subordination Agreement, waives notice of  
acceptance thereof by the Bank, and agrees to be bound by the  
terms and provisions thereof, 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, including, without limitation,  
giving notice to the Bank of any Event of Default hereunder or  
any attempt by the Affiliate to accelerate, enforce or collect  
any Junior Debt for any reason.

Michael J. Ostroski

AFFILIATE:

By: Philip D. Ostroski  
Philip L. Ostroski  
Its Senior Vice President

BANK ONE, MILWAUKEE, N.A.

IN WITNESS WHEREOF, the Affiliate and the Bank have caused  
this Agreement to be executed as of the date first above written.

State of Wisconsin. Wherever possible each provision of this  
Agreement shall be interpreted in such manner as to be effective  
and valid under applicable laws, but if any provision of this  
Agreement shall be prohibited by or invalid under such laws, such  
provision shall be ineffective to the extent of such prohibition  
or invalidity, without invalidating the remainder of such  
provision or the remaining provisions of this Agreement.

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Edward J. Wong, Jr., Esq.  
Sachoff & Weaver  
30 South Wacker Drive  
Suite 2900  
Chicago, Illinois 60606

This document has been prepared by  
and after recording should be returned  
to:

By: [Signature]  
Its: [Signature]

By: [Signature]  
Its: [Signature]

ATTEST:

DATED: September 17, 1990  
E. W. KNIP COMPANY

The undersigned borrower hereby acknowledges receipt of a copy of  
the foregoing Subordination Agreement, waives notice of  
acceptance thereof by the bank, and agrees to be bound by the  
terms and provisions thereof, 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, including, without limitation,  
giving notice to the Bank of any Event of Default hereunder or  
any attempt by the Affiliate to accelerate, enforce or collect  
any junior debt for any reason.

[Signature]  
AFFILIATE:

By: [Signature]  
Philip L. Ostroski  
Its Senior Vice President

BANK ONE, MILWAUKEE, N.A.

IN WITNESS WHEREOF, the Affiliate and the Bank have caused  
this Agreement to be executed as of the date first above written.

State of Wisconsin. Wherever possible each provision of this  
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provision shall be ineffective to the extent of such prohibition  
or invalidity, without invalidating the remainder of such  
provision or the remaining provisions of this Agreement.

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[Signature]

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Property of Cook County Clerk's Office

" OFFICIAL SEAL "  
PAUL E. THOMPSON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/14/92

" OFFICIAL SEAL "  
PAUL E. THOMPSON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/14/92

My commission expires

Paul E. Thompson  
Notary Public

GIVEN under my hand and official seal this 17th day of September, 1990.

I, Paul E. Thompson, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul Beckwith, appeared before me this day in person and acknowledged that such person signed and delivered the foregoing instrument as such person's free and voluntary act and deed, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF LAKE )  
SS )

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Edward J. Wong, Jr., Esq.  
Sachoff & Weaver  
30 South Wacker Drive  
Suite 2900  
Chicago, Illinois 60606

This document has been prepared by;  
~~and other recording should be returned~~

By: Edward J. Wong, Jr.  
Its: Sachoff & Weaver

By: Mark R. [Signature]  
Its: [Signature]

ATTEST:

E. W. KNIP COMPANY

DATED: September 17, 1990

The undersigned Borrower hereby acknowledges receipt of a copy of the foregoing Subordination Agreement, waives notice of acceptance thereof by the bank, and agrees to be bound by the terms and provisions thereof 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, including, without limitation, giving notice to the Bank of any Event of Default hereunder or any attempt by the Affiliate to accelerate, enforce or collect any Junior Debt for any reason.

AFFILIATE:

By: Philip L. Ostroski  
Philip L. Ostroski  
Its Senior Vice President

BANK ONE, MILWAUKEE, N.A.

IN WITNESS WHEREOF, the Affiliate and the Bank have caused this Agreement to be executed as of the date first above written.

State of Wisconsin. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Laws, but if any provision of this Agreement shall be prohibited by or invalid under such Laws, such provision shall be ineffective to the extend of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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Property of County Clerk's Office

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Property of Cook County Clerk's Office

OFFICIAL SEAL  
PAUL E. THOMPSON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/14/92

My commission expires:

Paul E. Thompson  
Notary Public  
GIVEN under my hand and official seal this 17th day of  
September, 1990.

I, Paul E. Thompson, a notary public in and  
for said County, in the State aforesaid, DO HEREBY CERTIFY that  
the Notary Seal appeared before me this day in  
person and acknowledged that such person signed and delivered the  
foregoing instrument as such person's free and voluntary act and  
deed, for the uses and purposes therein set forth.

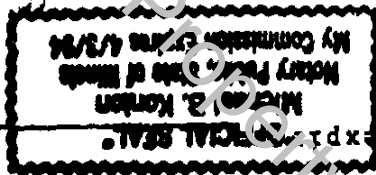
STATE OF ILLINOIS )  
COUNTY OF LAKE )  
SS )

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91-147986



My commission expires

Notary Public  
Michael B. Konion

GIVEN under my hand and seal this 17th day of September, 1980.

On this 17th day of September, 1980, before me Michael B. Konion, a notary public of said state, duly commissioned and sworn, hereby states that Kenneth W. Fung as the President and Mark D. Fung as the Secretary of E. W. Kung Company a corporation organized under the laws of the state of Illinois and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary of such corporation, they signed and delivered the said instrument pursuant to the authority given them by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth and said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix said corporate seal of said corporation to said instrument as his/ her free and voluntary act and as the free and voluntary act of said corporation

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )

UNOFFICIAL COPY

Property of Cook County Clerk's Office

MY COMMISSION EXPIRES 03/31/08  
MICHAEL B. KOURAN  
OFFICIAL SEAL

# UNOFFICIAL COPY

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Property of Cook County Clerk's Office

Permanent Index Tax Number: 17-21-122-020-0000  
Volume 600

LOT "A" OF E. MEYER AND COMPANY, INCORPORATED  
CONSOLIDATION OF CERTAIN LOTS, VACATED ALLEYS  
AND VACATED STREET IN BLOCK 59 IN CANAL  
TRUSTEES NEW SUBDIVISION OF BLOCKS IN THE  
NORTH WEST 1/4 OF SECTION 21, TOWNSHIP 39  
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, (EXCEPT BLOCKS 57 AND 58) ACCORDING  
TO THE PLAT RECORDED AS DOCUMENT 19520016, IN  
COOK COUNTY, ILLINOIS.

The real property located at the premises commonly known as  
550 West 14th Place, Chicago, Cook County, Illinois 60607 and  
legally described as follows:

EXHIBIT A  
(Legal Description)

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