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SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, dated as of November 14, 1990 (this "Agreement"), is made and entered into by and between THE CITY OF CHICAGO, a home rule unit of government and a municipal corporation under Article VII of the Constitution of the State of Illinois (the "City"), acting by and through its Department of Economic Development ("DED") and LASALLE NATIONAL BANK (the "Senior Lender"),

W I T N E S S E T H

DEPT-01 RECORDING
T25555 TRAN 9485 05/01/91 14:13:00 133.
3038 + E * 91-203294
COOK COUNTY RECORDER

WHEREAS, Jeffrey Winton ("Borrower"), as evidenced by a Business Development and an Illinois Revolving Loan and Security Agreement dated as of November 14, 1990 is indebted to the City for the aggregate principal sum of \$350,000 as evidenced by the Business Development Loan and Illinois Revolving Loan Promissory Notes ("Notes") as described in Exhibit A attached hereto (the "City Loan") secured by certain assets of the Borrower which also secure the loan of the Senior Lender, (the "Assets"); and

including, without limitation, the real estate described in Exhibit B attached hereto

WHEREAS, the City has right, interest and claim in and to said Assets, but is willing to subject and subordinate its lien on the above-mentioned Assets to said lien of a \$900,000 indebtedness made to the Senior Lender (the "Senior Loan") provided the aggregate principal indebtedness to Senior Lender shall not exceed \$900,000 together with interest thereon, plus any additional obligations incurred as a result of a default by Borrower on the Senior Loan pursuant to the Loan and Security Agreement between Borrower and Senior Lender.

NOW, THEREFORE, the City for good and valuable consideration and the sum of ONE DOLLAR (\$1.00) paid to the City, receipt of which is hereby acknowledged, does hereby covenant and agree that the right, interest and claim of the City in said Assets is and shall be and remain at all times subject and subordinate to said liens of said indebtedness made to Senior Lender, provided the aggregate principal indebtedness shall not exceed \$900,000 together with interest thereon.



This document prepared by
M. Susan Lopez
Assistant Corporation Counsel
City Hall Room 511
Chicago, Illinois 60602

AFTER RECORDING
return to:
Rooks, Pitts & Poust
55 West Monroe Street
Suite 1500
Chicago, Illinois 60603
ATTN: JANET A. STIVEN, ESQ.

33⁰⁰ Mail

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Any notice required or intended by this Agreement shall be given in writing and shall be mailed to the other party at its address set forth below, or at such other address as the intended recipient may, from time to time, designate in writing. All notices shall be mailed by registered or certified mail, return receipt requested.

If any provision of this Agreement, in any circumstance, is held invalid, then the validity of the remainder of this Agreement shall be construed as if such invalid part were never included herein.

No waiver by either party of any provision of this Agreement shall be deemed to be a waiver of such or any other provision, or any performance hereunder, in any other case.

This Agreement shall be governed by the laws of the State of Illinois.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The City further agrees to cause the City Comptroller to mark his books and records so as to indicate that the indebtedness of the Borrower to the City secured by said Assets is subordinated in accordance with the terms of this Agreement. The City hereby agrees to execute such further documents, assignments or claims or take such other steps as may be necessary or proper to carry out the intent hereof.

This Agreement does not authorize Senior Lender to grant additional extensions of credit to Borrower under the terms of the above described Senior Loan without the written consent of the City. Notwithstanding the foregoing, Senior Lender may, in its discretion, extend additional credit to Borrower, however, any said extension of credit shall be subordinate to the Assets, security interests, Junior Mortgage and obligations of the City unless otherwise consented to by the City.

Warranty and Legend. The City warrants and represents that it has not previously assigned any interest in the Notes and that no other party owns or has any interest in the Notes. The City, the holder of the Notes, shall, simultaneously with the execution and delivery of this Agreement, or upon delivery of any evidence of Notes, cause a conspicuous legend to be placed on such Notes to the following effect:

"The indebtedness evidenced hereby is subject to a certain Subordination Agreement dated November 14, 1990 by the maker and payee of this Note in favor of LaSalle National Bank and each holder of this Note by its acceptance hereof shall be bound by such Subordination Agreement."

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The Senior Lender agrees to give the City written notice of any modification of any material terms of the Senior Loan or of any default in payment (or any other material default of which the Senior Lender becomes aware) by Borrower under the Senior Loan. The City will likewise give written notice to Senior Lender of similar defaults of the City Loan. All notices shall be sent as follows:

IF TO CITY: City of Chicago
121 North LaSalle Street
Room 511
Chicago, Illinois 60602
Attention: Corporation Counsel

WITH COPY TO: City of Chicago
Department of Economic Development
24 East Congress Parkway
Chicago, Illinois 60605
Attention: Commissioner

IF TO SENIOR LENDER: LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60690
Attention: Metropolitan Division

WITH COPY TO: Rooks, Pitts & Poust
55 West Monroe Street
Suite 1500
Chicago, Illinois 60603

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IN WITNESS WHEREOF, this instrument has been signed and sealed by the undersigned this 14th day of November, 1990.

CITY OF CHICAGO

DEPARTMENT OF ECONOMIC DEVELOPMENT

COMMISSIONER

LASALLE NATIONAL BANK

BY: Barbara Winton

ITS: Asst Vice President

ATTEST:

Robert C. Wilham
Vice President

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO AS TRUSTEE
UNDER TRUST NO. 110565-04

ATTEST:

[Signature]
ASST SECY

BY:

ITS:

[Signature]
2ND VICE PRES.

[Signature]
Jeffrey B. Winton

This 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 by its express or implied agreement that all of the warranties, covenants, conditions, and agreements contained herein shall inure to the profit of the Trust and shall be enforceable by the Trustee as Trustee and not personally, no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

STATE OF ILLINOIS }
COUNTY OF Cook } SS.

The foregoing instrument was acknowledged before me this 18 day of APRIL, 1991 by P. JOHANSON and J. M. WILHAM, 2ND VP and ASST SECY, respectively, of American National Bank and Trust Company of Chicago, a national banking association, as Trustee, as aforesaid, on behalf of said banking association.

DED/WINTNSUBOR

"OFFICIAL SEAL"
SANDRA L. TLSTOVIC
Notary Public, State of Illinois
My Commission Expires 01/16/95

[Signature]
Notary Public

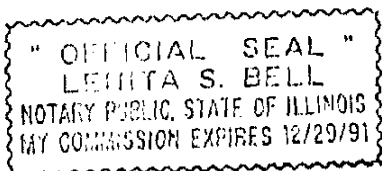
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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Lenita S. Bell, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH JAMES personally known to me to be the Commissioner of the Department of Economic Development of the City of Chicago and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument on behalf of the City of Chicago and for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of April, 1990.



Lenita S. Bell
Notary Public

My Commission Expires:

12/29/91

Property of Cook County Clerk's Office

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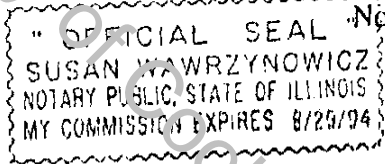
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, SUSAN WAWRZYNOWICZ, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Barbara Winter, who is personally known to me to be an Asst Vice President of LaSalle National Bank, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument in his or her capacity at said bank as his or her 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 Seal of Office this 12 day of April, 1991.

Susan Wawrzynowicz
Notary Public



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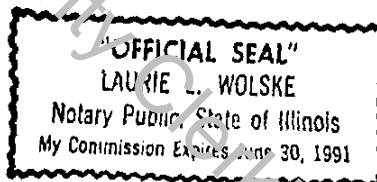
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Laurie L. Wolske, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JEFFREY WINTON 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, sealed and delivered the said instrument on his own behalf and for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of April, 1991.

Laurie L. Wolske
Notary Public

My Commission Expires: 6/30/91



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EXHIBIT A
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PROMISSORY NOTE

FIXED RATE-BDL

\$225,000

November __, 1990
Chicago, Illinois

1. FOR VALUE RECEIVED, the undersigned, Jeffrey Winton (the "Maker"), hereby promises to pay to the City of Chicago (the "Lender" and any subsequent holder hereof being sometimes referred to hereinafter as "Holder"), at its Department of Economic Development, 24 East Congress, 7th Floor, Chicago, Illinois 60605, or at such other place as the Holder hereof from time to time may designate in writing, the sum of TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00) (the "Loan") in lawful money of the United States of America, together with interest on the balance of principal remaining from time to time unpaid at the Interest Rate (as hereinafter defined). Such interest shall accrue and such principal and interest shall be paid to the Holder hereof in the following manner:

(a) From the initial date of disbursement by Lender (the "Loan Closing Date") of the Loan, interest shall accrue at the interest rate of 7.5% per annum (the "Interest Rate") and shall be charged only on the principal balance of the Loan remaining from time to time unpaid.

(b) Maker shall be obligated to make 60 consecutive equal monthly principal and interest payments of \$_____ beginning January 1, 1991 and due on or before the first day of each month thereafter. The final payment of the then outstanding principal balance plus interest and any other charges shall be paid by the Maker to the Holder on or before December 1, 1995 (the "Maturity Date"). Maker acknowledges that the payments required herein may not pay the indebtedness evidenced hereby on the Maturity Date, and that a substantial balloon payment will be required on the Maturity Date arising from the fact that this Note is amortized over a period extending beyond the Maturity Date.

2. All such payments on account of the indebtedness evidenced by this Note shall be first applied to interest on the unpaid principal balance, secondly to all other sums due the Holder hereunder, and the remainder to reduce unpaid principal.

3. Repayment on this Note is secured by all security interests, liens, assignments, pledges, encumbrances and such other security granted concurrently herewith and/or from time to time granted by, from or for Maker to Lender in connection with the Loan (collectively, the "Loan Documents") including, but not limited to the Junior Mortgage, Assignment of Rents and Security Agreement (the "Mortgage") of even date herewith from American National Bank and Trust Company of Chicago as Trustee under Trust

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Agreement dated March 14, 1990 and known as Trust No. 110565-04 as Mortgagor to Lender as Mortgagee, encumbering certain real estate in the County of Cook, State of Illinois (the "Premises"), and by other security. The provisions of said Loan Documents are hereby incorporated herein and made a part hereof by this reference with the same force and effect as if fully set forth herein.

Maker may prepay this Note in whole or in part at any time without penalty or premium. All prepayments shall be applied to any costs, charges or fees then due and owing, secondly to accrued interest, with the balance applied to principal of the most remote maturity.

4. The entire principal balance of the Loan shall become immediately due and payable in cash upon the (1) bankruptcy or reorganization of the Maker under the Bankruptcy Code or the Internal Revenue Code, as amended, (2) refinancing, sale, partial sale, exchange, transfer (except transfer by lease), sale under foreclosure or any other disposition of the Premises, improvements or capital equipment situated thereon (3) change in ownership or transfer of the corporate stock or controlling interest in any corporate guarantor. Notwithstanding the foregoing, any shareholder of any corporate guarantor shall have the right to transfer corporate stock to (i) any employee of such corporate guarantor or (ii) any family member, provided, however, that (x) Maker shall own directly a controlling interest (not less than 51% of the issued and outstanding shares of corporate stock) in Radionic Industries, Inc. and (y) Maker and/or Stanley A. Winton shall own directly a controlling interest in Radionic Hi-Tech, Inc. and (z) no transfer of 10% or more of the issued and outstanding corporate stock shall be made to any one person or entity (except transfers to Jeffrey Winton) without the prior written approval of the Lender.

5. If any installment of principal or interest due hereunder, or any other charges as required under the Mortgage, shall become overdue for a period in excess of ten (10) days Maker shall pay the Holder hereof a "late charge" of five cents (\$.05) for each dollar so overdue, in order to defray part of the increased cost of collection occasioned by any such late payments, as liquidated damages and not as a penalty.

6. AND IT IS EXPRESSLY AGREED by Maker that if any "Event of Default" (as defined in the Loan Agreement) occurs hereunder or under the Loan Agreement, then, at the option of the Holder hereof:

(a) the Holder may declare the entire unpaid balance of said principal sum, with interest accrued thereon and all other sums due from Maker hereunder and under the Loan Agreement to be immediately due and payable, without notice, notice being hereby expressly waived; and

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(b) the Holder may, in addition, pursue each and every other right, remedy and power under this Note, the Mortgage or any of the other Loan Documents at law and in equity.

7. The rights, remedies and powers of the Holder hereof, as provided in this Note, the Loan Agreement, the Mortgage and in all other Loan Documents are cumulative and concurrent, and may be pursued singly, successively or together against Maker, the property described in the Mortgage, any guarantor or endorser hereof and any other security given at any time to secure the payment hereof, all at the sole discretion of the Holder hereof. The Holder hereof may resort to every other right or remedy available at law or in equity without first exhausting the rights and remedies contained herein, all in the sole discretion of the Holder hereof. Failure of the Holder hereof, for any period of time or on more than one occasion, to exercise its option to declare the entire unpaid balance of said principal sum, with interest thereon and all other sums due Maker hereunder, under the Mortgage and the Loan Documents to be immediately due and payable shall not constitute a waiver of the right to exercise the same at any time during the continued existence of any Event of Default under this Note or the Mortgage or any of the Loan Documents or in the event of any subsequent Event of Default under this Note or the Loan Agreement. The Holder hereof shall not by any other omission or act be deemed to waive any of its rights or remedies hereunder unless such waiver is in writing and signed by the Holder hereof and then only to the extent specifically set forth therein. A waiver in connection with the one event shall not be construed as continuing or as a bar to or waiver of any right or remedy in connection with a subsequent event.

8. Maker (and each guarantor and endorser hereof, if any) jointly and severally waive presentment for payment, demand, notice of nonpayment, notice of dishonor, protest of any dishonor, notice of protest and protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note, and each agrees that the liability of each of them shall be (subject to the provisions of Sections 10 and 11 hereof and to the provisions of any guaranty) joint, several and unconditional and without regard to the liability of any other party and shall not be in any manner affected by any indulgence, extension of time, renewal, waiver or modification granted or consented to by the Holder hereof; and Maker (and each guarantor and endorser hereof, if any) consents to every extension of time, renewal, waiver or modification that may be granted by any Holder hereof with respect to the payment or other provisions of this Note, and to the release of any collateral given to secure the payment hereof, or any part thereof, with or without substitution, and agree that additional makers or guarantors or endorsers may become parties hereto without notice to Maker or such guarantors or endorsers and without affecting the liability of any of them hereunder.

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9. If any attorney is utilized (a) to collect the Loan or any sums due under the Mortgage or any of the Loan Documents, whether or not legal proceedings are thereafter instituted by the Holder hereof; (b) to represent any Holder hereof in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Note; (c) to protect the liens of the Mortgage or any of the Loan Documents upon the occurrence of an Event of Default; or (d) to represent any Holder hereof in any other proceedings whatsoever in connection with this Note, the Loan Agreement or any of the Loan Documents or the real estate described in the Mortgage, then Maker shall pay to any Holder hereof all reasonable attorneys' fees and expenses in connection therewith, in addition to all other amounts due hereunder.

10. Nothing herein shall limit the right of the Lender or any Holder hereof to take any action as may be necessary or desirable to realize upon any security given to secure the indebtedness evidenced by this Note or to pursue Maker for any and all losses, costs or damage incurred by Lender or any Holder hereof due to a material misrepresentation, fraud made in writing or misappropriation of funds by the Maker for intentional or material waste to the Premises caused by the failure of the Maker to perform its obligations under this Note, the Mortgage, or any of the other Loan Documents.

11. It being the intention of Lender and Maker to comply with the laws of the State of Illinois, it is agreed that notwithstanding any provision to the contrary in this Note, the Mortgage, or any of the other Loan Documents, no such provision shall require the payment or permit the collection of any amount in excess of the maximum amount of interest permitted by law ("Excess Interest") to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the indebtedness evidenced by this Note. If any Excess Interest is provided for, or is adjudicated to be provided for, in this Note, the Mortgage or any of the other Loan Documents, then in such event (a) the provisions of this paragraph shall govern and control; (b) neither Maker nor any guarantor or endorser shall be obligated to pay any Excess Interest; (c) any Excess Interest that the Holder hereof may have received hereunder shall, at the option of the Holder hereof, be (i) applied as a credit against the then outstanding principal balance of the Loan, accrued and unpaid interest thereon not to exceed the maximum permitted by law, or both, (ii) refunded to the payor thereof, or (iii) any combination of the foregoing; the Interest Rate shall be automatically subject to reduction to the maximum lawful contract rate allowed under the applicable usury laws of the aforesaid State, and this Note, the Mortgage, and any other Loan Documents shall be deemed to have been, and shall be, reformed and modified to reflect such reduction in the Interest Rate; and (e) neither Maker nor guarantor nor endorser shall have any action against the Holder hereof for any damages whatsoever arising out of the payment or collection of any Excess Interest.

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12. The validity and interpretation of this Note shall be governed by the laws of the State of Illinois.

13. As used herein, the terms "Maker", "Lender", and "Holder" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. In the event that more than one person, firm or entity is a Maker hereunder, then all references to "Maker" shall be deemed to refer equally to each of said persons, firms, or entities, all of whom shall be jointly and severally liable for all of the obligations of Maker hereunder.

14. The indebtedness evidenced hereby is subject to a certain Subordination Agreement dated _____, 1990 by and among Maker, Lender, LaSalle National Bank and American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated March 14, 1990, and known as Trust Number 110565-04 and each holder of this Note by its acceptance hereof shall be bound by such Subordination Agreement.

IN WITNESS WHEREOF, Maker has caused this Note to be executed as of the date first written hereinabove.

JEFFREY WINTON

DED/WINTONNOTE

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JEFFREY WINTON 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, sealed and delivered the said instrument on his own behalf and for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: _____

Property of Cook County Clerk's Office

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PROMISSORY NOTE

FIXED RATE-IRL

\$125,000

November __, 1990
Chicago, Illinois

1. FOR VALUE RECEIVED, the undersigned, Jeffrey Winton (the "Maker"), hereby promises to pay to the City of Chicago (the "Lender" and any subsequent holder hereof being sometimes referred to hereinafter as "Holder"), at its Department of Economic Development, 24 East Congress, 7th Floor, Chicago, Illinois 60605, or at such other place as the Holder hereof from time to time may designate in writing, the sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00) (the "Loan") in lawful money of the United States of America, together with interest on the balance of principal remaining from time to time unpaid at the Interest Rate (as hereinafter defined). Such interest shall accrue and such principal and interest shall be paid to the Holder hereof in the following manner:

(a) From the initial date of disbursement by Lender (the "Loan Closing Date") of the Loan, interest shall accrue at the interest rate of 3% per annum (the "Interest Rate") and shall be charged only on the principal balance of the Loan remaining from time to time unpaid.

(b) Maker shall be obligated to make 60 consecutive equal monthly principal and interest payments of \$_____ beginning January 1, 1991 and due on the first day of each month thereafter. The final payment of the then outstanding principal balance plus interest and any other charges shall be paid by the Maker to the Holder on or before December 1, 1995 (the "Maturity Date"). Maker acknowledges that the payments required herein may not pay the indebtedness evidenced hereby on the Maturity Date, and that a substantial balloon payment will be required on the Maturity Date arising from the fact that this Note is amortized over a period extending beyond the Maturity Date.

2. All such payments on account of the indebtedness evidenced by this Note shall be first applied to interest on the unpaid principal balance, secondly to all other sums due the Holder hereunder, and the remainder to reduce unpaid principal.

3. Repayment on this Note is secured by all security interests, liens, assignments, pledges, encumbrances and such other security granted concurrently herewith and/or from time to time granted by, from or for Maker to Lender in connection with the Loan (collectively, the "Loan Documents") including, but not limited to the Junior Mortgage, Assignment of Rents and Security Agreement (the Mortgage") of even date herewith from American National Bank and Trust Company of Chicago as Trustee under Trust

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Agreement dated March 14, 1990 and known as Trust No. 110565-04 as Mortgagor to Lender as Mortgagee, encumbering certain real estate in the County of Cook, State of Illinois (the "Premises"), and by other security. The provisions of said Loan Documents are hereby incorporated herein and made a part hereof by this reference with the same force and effect as if fully set forth herein.

Maker may prepay this Note in whole or in part at any time without penalty or premium. All prepayments shall be applied to any costs, charges or fees then due and owing, secondly to accrued interest, with the balance applied to principal of the most remote maturity.

4. The entire principal balance of the Loan shall become immediately due and payable in cash upon the (1) bankruptcy or reorganization of the Maker under the Bankruptcy Code or the Internal Revenue Code, as amended, (2) refinancing, sale, partial sale, exchange, transfer (except transfer by lease) sale under foreclosure or any other disposition of the Premises, improvements or capital equipment situated thereon (3) change in ownership or transfer of the corporate stock or controlling interest in any corporate guarantor. Notwithstanding the foregoing, any shareholder of any corporate guarantor shall have the right to transfer corporate stock to (i) any employee of such corporate guarantor or (ii) any family member, provided, however, that (x) Maker shall own directly a controlling interest (not less than 51% of the issued and outstanding shares of corporate stock) in Radionic Industries, Inc. and (y) Maker and/or Stanley A. Winton shall own directly a controlling interest in Radionic Hi-Tech, Inc. and (z) no transfer of 10% or more of the issued and outstanding corporate stock shall be made to any one person or entity (except transfers to Jeffrey Winton) without the prior written approval of the Lender.

5. If any installment of principal or interest due hereunder, or any other charges as required under the Mortgage, shall become overdue for a period in excess of ten (10) days Maker shall pay the Holder hereof a "late charge" of five cents (\$.05) for each dollar so overdue, in order to defray part of the increased cost of collection occasioned by any such late payments, as liquidated damages and not as a penalty.

6. AND IT IS EXPRESSLY AGREED by Maker that if any "Event of Default" (as defined in the Loan Agreement) occurs hereunder or under the Loan Agreement, then, at the option of the Holder hereof:

(a) the Holder may declare the entire unpaid balance of said principal sum, with interest accrued thereon and all other sums due from Maker hereunder and under the Loan Agreement to be immediately due and payable, without notice, notice being hereby expressly waived; and

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(b) the Holder may, in addition, pursue each and every other right, remedy and power under this Note, the Mortgage or any of the other Loan Documents at law and in equity.

7. The rights, remedies and powers of the Holder hereof, as provided in this Note, the Loan Agreement, the Mortgage and in all other Loan Documents are cumulative and concurrent, and may be pursued singly, successively or together against Maker, the property described in the Mortgage, any guarantor or endorser hereof and any other security given at any time to secure the payment hereof, all at the sole discretion of the Holder hereof. The Holder hereof may resort to every other right or remedy available at law or in equity without first exhausting the rights and remedies contained herein, all in the sole discretion of the Holder hereof. Failure of the Holder hereof, for any period of time or on more than one occasion, to exercise its option to declare the entire unpaid balance of said principal sum, with interest thereon and all other sums due Maker hereunder, under the Mortgage and the Loan Documents to be immediately due and payable shall not constitute a waiver of the right to exercise the same at any time during the continued existence of any Event of Default under this Note or the Mortgage or any of the Loan Documents or in the event of any subsequent Event of Default under this Note or the Loan Agreement. The Holder hereof shall not by any other omission or act be deemed to waive any of its rights or remedies hereunder unless such waiver is in writing and signed by the Holder hereof and then only to the extent specifically set forth therein. A waiver in connection with the one event shall not be construed as continuing or as a bar to or waiver of any right or remedy in connection with a subsequent event.

8. Maker (and each guarantor and endorser hereof, if any) jointly and severally waive presentment for payment, demand, notice of nonpayment, notice of dishonor, protest of any dishonor, notice of protest and protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note, and each agrees that the liability of each of them shall be (subject to the provisions of Sections 10 and 11 hereof and to the provisions of any guaranty) joint, several and unconditional and without regard to the liability of any other party and shall not be in any manner affected by any indulgence, extension of time, renewal, waiver or modification granted or consented to by the Holder hereof; and Maker (and each guarantor and endorser hereof, if any) consents to every extension of time, renewal, waiver or modification that may be granted by any Holder hereof with respect to the payment or other provisions of this Note, and to the release of any collateral given to secure the payment hereof, or any part thereof, with or without substitution, and agree that additional makers or guarantors or endorsers may become parties hereto without notice to Maker or such guarantors or endorsers and without affecting the liability of any of them hereunder.

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9. If any attorney is utilized (a) to collect the Loan or any sums due under the Mortgage or any of the Loan Documents, whether or not legal proceedings are thereafter instituted by the Holder hereof; (b) to represent any Holder hereof in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Note; (c) to protect the liens of the Mortgage or any of the Loan Documents upon the occurrence of an Event of Default; or (d) to represent any Holder hereof in any other proceedings whatsoever in connection with this Note, the Loan Agreement or any of the Loan Documents or the real estate described in the Mortgage, then Maker shall pay to any Holder hereof all reasonable attorneys' fees and expenses in connection therewith, in addition to all other amounts due hereunder.

10. Nothing herein shall limit the right of the Lender or any Holder hereof to take any action as may be necessary or desirable to realize upon any security given to secure the indebtedness evidenced by this Note or to pursue Maker for any and all losses, costs or damage incurred by Lender or any Holder hereof due to a material misrepresentation, fraud made in writing or misappropriation of funds by the Maker for intentional or material waste to the Premises caused by the failure of the Maker to perform its obligations under this Note, the Mortgage, or any of the other Loan Documents.

11. It being the intention of Lender and Maker to comply with the laws of the State of Illinois, it is agreed that notwithstanding any provision to the contrary in this Note, the Mortgage, or any of the other Loan Documents, no such provision shall require the payment or permit the collection of any amount in excess of the maximum amount of interest permitted by law ("Excess Interest") to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the indebtedness evidenced by this Note. If any Excess Interest is provided for, or is adjudicated to be provided for, in this Note, the Mortgage or any of the other Loan Documents, then in such event (a) the provisions of this paragraph shall govern and control; (b) neither Maker nor any guarantor or endorser shall be obligated to pay any Excess Interest; (c) any Excess Interest that the Holder hereof may have received hereunder shall, at the option of the Holder hereof, be (i) applied as a credit against the then outstanding principal balance of the Loan, accrued and unpaid interest thereon not to exceed the maximum permitted by law, or both, (ii) refunded to the payor thereof, or (iii) any combination of the foregoing; the Interest Rate shall be automatically subject to reduction to the maximum lawful contract rate allowed under the applicable usury laws of the aforesaid State, and this Note, the Mortgage, and any other Loan Documents shall be deemed to have been, and shall be, reformed and modified to reflect such reduction in the Interest Rate; and (e) neither Maker nor guarantor nor endorser shall have any action against the Holder hereof for any damages whatsoever arising out of the payment or collection of any Excess Interest.

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12. The validity and interpretation of this Note shall be governed by the laws of the State of Illinois.

13. As used herein, the terms "Maker", "Lender", and "Holder" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. In the event that more than one person, firm or entity is a Maker hereunder, then all references to "Maker" shall be deemed to refer equally to each of said persons, firms, or entities, all of whom shall be jointly and severally liable for all of the obligations of Maker hereunder.

14. The indebtedness evidenced hereby is subject to a certain Subordination Agreement dated _____, 1990 by and among Maker, Lender, LaSalle National Bank and American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated March 14, 1990, and known as Trust Number 110565-04 and each holder of this Note by its acceptance hereof shall be bound by such Subordination Agreement.

IN WITNESS WHEREOF, Maker has caused this Note to be executed as of the date first written hereinabove.

JEFFREY WINTON

DED/WINTONPN

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JEFFREY WINTON 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, sealed and delivered the said instrument on his own behalf and for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: _____

Property of Cook County Clerk's Office

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EXHIBIT B
LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE 33 FEET SOUTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 30 AND 293 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 30; THENCE SOUTH ON A LINE 293 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 30, A DISTANCE OF 634.66 FEET TO THE INTERSECTION OF THE CENTER LINE OF AN 18 FOOT WIDE PRIVATE RAILROAD RIGHT OF WAY; THENCE NORTH EASTERLY ALONG THE CENTER LINE OF SAID 18 FOOT WIDE PRIVATE RAILROAD RIGHT OF WAY, A DISTANCE OF 237.17 FEET TO THE POINT OF CURVE; THENCE NORTH EASTERLY ALONG SAID CURVED CENTER LINE OF SAID RIGHT OF WAY CURVE CONVEX TO THE SOUTH EAST WITH A RADIUS OF 479.34 FEET, A DISTANCE OF 40.24 FEET TO THE INTERSECTION OF A LINE 115 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTH ON A LINE 115 FEET WEST OF AND PARALLEL TO THE SAID WEST LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY, 449.91 FEET TO A POINT 33 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH EAST 1/4; THENCE WEST ALONG A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTH EAST 1/2, A DISTANCE OF 207.87 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS ESTABLISHED BY DEED DATED JANUARY 22, 1951 AND RECORDED FEBRUARY 26, 1951 AS DOCUMENT NUMBER 15018690, FROM EUGENE T. CAREY AND OTHERS, TO CRYSTAL TUBE CORPORATION, AN ILLINOIS CORPORATION, AS MODIFIED BY TWO DEEDS, ONE RECORDED AS DOCUMENT NUMBER 15027452, FROM MARGARET CAREY BARRY AND OTHERS TO CRYSTAL TUBE CORPORATION, AND ONE RECORDED AS DOCUMENT NUMBER 15027453, FROM EUGENE T. CAREY AND OTHERS, TO CRYSTAL TUBE CORPORATION, FOR THE INSTALLATION, USE AND MAINTENANCE FRO RAILROAD SWITCH TRACKS AND APPURTENANT FACILITIES OVER AND UPON THE FOLLOWING PARCELS:

(A) A STRIP OF LAND 9 FEET IN WIDTH OVER AND ACROSS THAT PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE SOUTH CALLED DUNNING BRANCH OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILWAY COMPANY, LYING 9 FEET ON THE SOUTH SIDE OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID WEST LINE OF THE RIGHT OF WAY WHICH IS 285.87 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 30 (WHICH POINT IS 49.41 FEET, MORE OR LESS, WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4) AND RUNNING THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 478.34 FEET AND CONVEX SOUTHEASTERLY) BEING THE CENTER LINE OF PRIVATE TRACK) A DISTANCE OF 269.79 FEET, MORE OR LESS, TO ITS POINT OF TANGENCY WITH A STRAIGHT LINE DRAWN FROM A POINT ON SAID WEST LINE OF THE RIGHT OF WAY WHICH IS 384.10 FEET SOUTH OF SAID NORTH LINE OF THE SOUTH EAST 1/4 TO A POINT 563.50 FEET WEST OF AND PARALLEL TO SAID WEST LINE OF RIGHT OF WAY WHICH IS 450.76 FEET NORTH OF THE SOUTH LINE OF SAID NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 30; THENCE CONTINUING SOUTHWESTERLY ALONG THE ABOVE STRAIGHT LINE (BEING THE CENTER LINE OF SAID TRACT),

A DISTANCE OF 237.17 FEET;

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(B) A STRIP OF LAND 18 FEET IN WIDTH OVER AND ACROSS THAT PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WEST OF THE WEST LINE OF RIGHT OF WAY OF THE SO CALLED DUNNING BRANCH OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILWAY COMPANY, LYING 9 FEET ON EITHER SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SAID WEST LINE OF THE RIGHT OF WAY WHICH IS 285.87 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 30 (WHICH POINT IS 49.41 FEET, MORE OR LESS, WEST OF THE EAST LINE OF SAID WEST 1/2 OF THE SOUTH EAST 1/4) AND RUNNING THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 478.34 FEET AND CONVEX SOUTHEASTERLY, A DISTANCE OF 122.73 FEET FOR A POINT OF BEGINNING; RUNNING THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 109.63 FEET TO A POINT 111.79 FEET WEST OF SAID WEST LINE OF RIGHT OF WAY AND 841.98 FEET NORTH OF SAID SOUTH LINE OF THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 30; THENCE CONTINUING SOUTHWESTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 478.34 FEET CONVEX NORTHWESTERLY AND TANGENT TO THE LAST ABOVE DESCRIBED STRAIGHT LINE, A DISTANCE OF 63.03 FEET TO A POINT 143.94 FEET WEST OF SAID WEST LINE OF THE RIGHT OF WAY AND 787.50 FEET NORTH OF SAID SOUTH LINE OF THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 30; THENCE CONTINUING SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE LAST ABOVE DESCRIBED ARC, A DISTANCE OF 59.0 FEET TO A POINT 170.65 FEET WEST OF SAID WEST LINE OF RIGHT OF WAY AND 734.59 FEET NORTH OF SAID SOUTH LINE OF THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 30; THENCE CONTINUING SOUTHWESTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 478.34 FEET CONVEX NORTHWESTERLY AND TANGENT TO THE LAST DESCRIBED STRAIGHT LINE AND ALSO TANGENT TO A LINE 222.50 FEET WEST OF AND PARALLEL TO SAID WEST LINE OF RIGHT OF WAY, A DISTANCE OF 224.72 FEET, MORE OR LESS, TO ITS ABOVE MENTIONED POINT OF TANGENCY WITH THE LAST MENTIONED PARALLEL LINE;

(C) RECIPROCAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY AS ESTABLISHED BY GRANT DATED JANUARY 26, 1951 AND RECORDED FEBRUARY 26, 1951 AS DOCUMENT NUMBER 15018686, FROM ANDERSON, INC., A CORPORATION OF ILLINOIS, TO EUGENE T. CAREY AND OTHERS, WHEREIN ANDERSON, INC., GRANTS TO EUGENE T. CAREY AND OTHERS INTERESTED IN PARCEL 1, AN EASEMENT FOR RAILROAD SWITCH TRACK OVER THE SOUTHERLY 9 FEET OF THE PREMISES DESCRIBED AS FOLLOWS:

THE SOUTHERLY 9 FEET OF THAT PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE 33 FEET SOUTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 30 WITH THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 33 FEET OF

THE SOUTH EAST 1/4 OF SECTION 30 AFORESAID, 115 FEET; THENCE SOUTH PARALLWL WITH THE WEST LINE OF THE AFORESAID RAILROAD RIGHT OF WAY, 449.91 FEET TO AN INTERSECTION WITH THE CURVED CENTER LINE OF AN 18 FOOT WIDE PRIVATE RAILROAD RIGHT OF WAY CURVE CONVEX TO THE SOUTH EAST; THENCE NORTHEASTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 478.34 FEET, A DISTANCE OF 229.55 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, THENCE NORTH ALONG SAID LINE 252.87 FEET TO THE POINT OF BEGINNING AND WHEREIN SAID EUGENE T. CAREY AND OTHERS GRANT TO ANDERSON, INC., AN EASEMENT FOR RAILROAD SWITCH TRACK OVER THE 9 FOOT STRIP IMMEDIATELY SOUTH AND ADJOINING SAID PREMISES AS SUPPLEMENTED BY GRANT DATED JANUARY 22, 1951 AND RECORDED FEBRUARY 26, 1951 AS DOCUMENT NUMBER 15018690, FROM EUGENE T. CAREY AND OTHERS, TO CRYSTAL TUBE CORPORATION, AN ILLINOIS CORPORATION, GRANTING AN EASEMENT FOR RAILROAD SWITCH TRACK PURPOSES OVER THE PREMISES AS DESCRIBED IN PARCEL 2(A) HEREOF; ALSO OVER THE SAME PREMISES AS DESCRIBED IN PARCEL 2(B) HEREOF (EXCEPT THAT ONE COURSE IS OMITTED) AND EASEMENT FOR RAILROAD SWITCH TRACK PURPOSES OVER OTHER PROPERTY, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY GRANT FROM HAPPY INDUSTRIES, INC., A CORPORATION OF ILLINOIS, AND SAMUEL A. GUANCI AND ANN I. GUANCI, HIS WIFE, TO GULF OIL CORPORATION, A CORPORATION OF PENNSYLVANIA, DATED JANUARY 11, 1966 AND RECORDED JANUARY 27, 1966 AS DOCUMENT NUMBER 19723535, AS AMENDED BY INSTRUMENT DATED MARCH 21, 1966 AND RECORDED APRIL 1, 1966 AS DOCUMENT NUMBER 19784607, FOR THE INSTALLATION, USE AND MAINTENANCE OF RAILROAD SWITCH TRACKS AND APPURTENANT FACILITIES OVER AND UPON THE FOLLOWING DESCRIBED PREMISES; A STRIP OF LAND 18 FEET IN WIDTH OVER AND ACROSS THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING 9.0 FEET ON EITHER SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 220.0 FEET OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 30 WHICH IS 222.50 FEET WEST OF THE WEST LINE OF RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY; THENCE PARALLEL WITH SAID RAILWAY COMPANY'S RIGHT OF WAY, A DISTANCE OF 297.51 FEET TO A POINT OF CURVE ON THE CENTER LINE OF EASEMENT "B" AS DESCRIBED IN DOCUMENT NUMBER 12728605 (SAID POINT OF CURVE BEING THE POINT OF BEGINNING OF THIS DESCRIPTION); THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 478.34 FEET AND BEING CONVEX NORTHWESTERLY A DISTANCE OF 207.25 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 747.89 FEET AND BEING CONVEX EASTERLY, A DISTANCE OF 85.93 FEET TO A POINT OF CHANGE OF CURVE; THENCE NORTHERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 410.23 FEET AND BEING CONVEX EASTERLY, A DISTANCE OF 26.40 FEET, MORE OR LESS, TO A POINT ON THE CENTER LINE OF EASEMENT "A" AS DESCRIBED IN DOCUMENT NUMBER 12728605, SAID POINT BEING 263.31 FEET SOUTHWESTERLY AS MEASURED ALONG SAID CENTER LINE OF EASEMENT "A" OF THE INTERSECTION OF SAID CENTER LINE OF EASEMENT "A" AND WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL

RAILWAY COMPANY, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as: 6625 West Diversey
Chicago, Illinois 60635

P.I.N. 13-30-404-008