

92487472

SUBORDINATION OF LEASING AGREEMENT

This Subordination of Leasing Agreement is made and delivered as of the 25th day of June, 1992, by KLAFF-JOBB, LP, a Delaware limited partnership (hereinafter referred to as the "Agent"), to and for the benefit of LAELLE NATIONAL BANK, a national banking association ("Lender").

RECITALS:

A. Sanders 2100 Limited Partnership, an Illinois limited partnership ("Beneficiary"), and American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated June 14, 1991, and known as Trust No. 113980-05 (the "Trust") (jointly, "Borrower") own legal and equitable title to the land legally described on Exhibit A attached hereto and the improvements thereon (collectively, the "Property").

B. Beneficiary and the Agent have entered into a certain Leasing Agreement dated June 14, 1991 (the "Leasing Agreement") whereby the Agent agreed to furnish services for the development, operation and management of the Property in exchange for certain payments to the Agent for its services and the payment of certain expenses incurred by the Agent in connection with the furnishing of its services.

C. Pursuant to Illinois Revised Statutes, Chapter 82, par. 651, et seq., commercial real estate brokers have been granted certain lien rights under the Commercial Real Estate Broker Lien Act.

D. Lender has agreed to make a loan (the "Loan") to Borrower in an amount not to exceed \$10,950,000. The Loan is evidenced by a certain Note (the "Note") dated June 25, 1992 made by Borrower to the order of Lender in the principal amount of \$10,950,000. The Note is secured by, among other things, a Mortgage (the "Mortgage") dated June 25, 1992 granting a lien on the Property and which shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois. Borrower has also executed certain other instruments and agreements as additional security for repayment of the Loan (the Mortgage and such other instruments and agreements are hereinafter referred to collectively as the "Loan Documents").

E. Lender requires, as a condition precedent to its making the Loan, that the indebtedness evidenced by the Note and the lien and security interests of the Mortgage and the other Loan Documents be paramount and prior to any and all obligations, expenses and indebtedness owing to the Agent which arise from the Leasing Agreement (collectively, the "Junior Liabilities") and any and all existing liens or future rights to liens of the Agent

738003502

338

92487472

UNOFFICIAL COPY

or anyone claiming by, through or under the Agent which arise from the Junior Liabilities (collectively, the "Junior Liens").

NOW, THEREFORE, to induce Lender to make disbursements of proceeds of the Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The Junior Liabilities and the Junior Liens are hereby subordinated to each and every one of the Note, the Mortgage, and the other Loan Documents and all indebtedness, liabilities and obligations of any kind whatsoever (whether now existing or hereafter arising and regardless of the aggregate amount thereof) owing by Borrower to Lender with respect to the Property (collectively, the "Senior Liabilities").

2. The payment of all Junior Liabilities shall be subordinated to the payment in full of all Senior Liabilities. No payment in respect of any Junior Liabilities shall be made at any time on or after the date the Agent has been notified by Lender of the occurrence of an Event of Default under the Loan Documents (a "Senior Default"). In the event the Agent receives any such payment, the same shall be received in trust for Lender and immediately turned over by the Agent to Lender.

3. No default in the payment and performance of any of the Junior Liabilities currently exists, nor has any event occurred that with the passage of time, the giving of notice or both could constitute such a default.

4. Notwithstanding anything to the contrary contained in the Leasing Agreement, Lender shall have the right to terminate the Leasing Agreement, without cost or penalty, at any time on or after the date the Agent has been notified of a Senior Default. Such termination shall be effective two business days following delivery of written notice of termination by Lender to the Agent.

5. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

92487472

UNOFFICIAL COPY

Agent: Klaff-Joss, LP
25 East Washington Street
Chicago, Illinois 60602
Attn: Eric Joss and Hersch M. Klaff

With copy to: Altheimer & Gray
10 South Wacker Drive, Suite 4000
Chicago, Illinois 60606
Attn: Mindy Wolin, Esq.

Lender: LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603
Attn: Mr. Bruce Duncan

Copy to: Greenberger Krauss & Tenenbaum, Chtd.
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attn: David Glickstein, Esq.

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

6. This Agreement shall be binding upon the Agent and its successors and assigns.

7. The Agent agrees to execute such further documents or instruments and take such further actions as Lender may reasonably request from time to time to carry out the intent of this Agreement.

8. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

9. If any provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall at the option of Lender, not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

02487472

UNOFFICIAL COPY

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

KLAPP-JOSS, LP, a Delaware limited partnership

By: The Nexus Company, an Illinois corporation, as general partner

By: 
Eric Joss, President

This instrument prepared by and after recording return to:

Martin I. Behn, Esq.
Greenberger Krauss & Tenenbaum,
Chartered
180 N. LaSalle Street, Suite 2700
Chicago, Illinois 60601

Property Address:
2100 Sanders
Northbrook, Illinois

Permanent Real Estate Tax
Index Nos.:
04-18-301-019-0000
04-18-301-020-0000

R:\13151\92346\subless.cln 7/1/92

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-10-10

UNOFFICIAL COPY

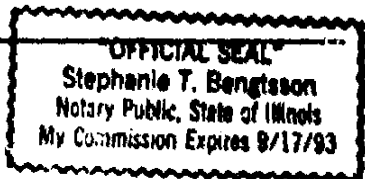
STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, STEPHANIE T. BENGTSSON, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ERIC JOSS, the president of The Nexus Company, an Illinois corporation and the general partner of Klaff-Joss, LP., a Delaware limited partnership, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation as general partner as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of July 1992.

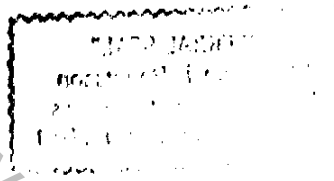

Notary Public

My Commission Expires:



UNOFFICIAL COPY

Property of Cook County Clerk's Office



2010

UNOFFICIAL COPY

EXHIBIT A

PARCEL 1:

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION IN SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER OF SANDERS ROAD 591.84 FEET SOUTHERLY (MEASURED ALONG THE CENTER LINE OF SANDERS ROAD) OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF LOT 4; THENCE WESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SANDERS ROAD 446.33 FEET TO THE SOUTHERLY CORNER OF LOT 6; THENCE SOUTH ON THE WEST LINE OF LOT 5, 317.23 FEET, MORE OR LESS, TO A POINT 361.40 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 5; THENCE EAST ON A LINE BETWEEN LOTS 4 AND 5, THENCE EAST ON A LINE 361.40 FEET NORTH OF THE SOUTH LINE OF LOT 4, 227.63 FEET TO THE CENTER LINE OF SANDERS ROAD; THENCE NORTHERLY ALONG THE CENTER OF SAID ROAD 375.45 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF SANDERS ROAD 591.84 FEET SOUTHERLY OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF AFORESAID LOT NO. 4, THENCE WESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SANDERS ROAD 150.0 FEET TO A POINT; THENCE WITH AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 92.78 FEET; THENCE WITH AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 75.00 FEET; THENCE WITH AN ANGLE OF 79 DEGREES 39 MINUTES 30 SECONDS TO THE RIGHT FROM THE PRECEDING COURSE EXTENDED 139.26 FEET; THENCE WITH AN ANGLE OF 79 DEGREES 39 MINUTES 30 SECONDS TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 50.00 FEET TO A POINT, SAID POINT BEING IN THE CENTER LINE OF SANDERS ROAD; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID SANDERS ROAD 229.78 FEET TO THE PLACE OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF SANDERS ROAD WHICH IS THE POINT OF INTERSECTION OF SAID CENTER LINE OF SANDERS ROAD AND A LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5; THENCE WESTERLY ON SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE WEST LINE OF SAID LOT 5; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 5, A DISTANCE OF 168.68 FEET TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 224.04 FEET TO A POINT OF INTERSECTION WITH A LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, THENCE SOUTHERLY ALONG SAID LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, A DISTANCE OF 148.68 FEET TO A POINT OF INTERSECTION WITH A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE CENTER LINE OF SAID SANDERS ROAD AND THENCE SOUTHERLY ALONG SAID CENTER LINE OF SANDERS ROAD, A DISTANCE OF 20.16 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

02487472

UNOFFICIAL COPY

PARCEL 3

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF SANDERS ROAD WHICH IS THE POINT OF INTERSECTION OF SAID CENTER LINE OF SANDERS ROAD AND A LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5; THENCE WESTERLY ON SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE WEST LINE OF SAID LOT 5; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 5, A DISTANCE OF 168.58 FEET TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 224.04 FEET TO A POINT OF BEGINNING SAID POINT BEING ON A LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5; THENCE SOUTHERLY ALONG SAID LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, A DISTANCE OF 148.68 FEET TO A POINT OF INTERSECTION WITH A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5; THENCE EASTERLY ALONG A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE CENTER LINE OF SAID SANDERS ROAD AND THENCE NORTHERLY ALONG SAID CENTER LINE OF SANDERS ROAD, A DISTANCE OF 149.94 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS 4 AND 5 AFORESAID, THENCE WESTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, 267.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS