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SUBORDINATION AGREEMENT

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This SUBORDINATION AGREEMENT (the "Agreement") is made and entered into as of the 30th day of October, 1992, by and among BANK ONE, EVANSTON, N.A., a national banking association, whose address is 800 Davis Street, Evanston, Illinois 60204-0712, as Trustee (the "Trustee") under a Trust Agreement dated June 2, 1978 and known as Trust No. R-2210 (the "Trust Agreement") and DENNIS E. BURGESS (the "Beneficiary"; the Trustee and the Beneficiary being collectively referred to hereinafter as the "Landlord"), whose address is c/o Humboldt Mfg. Co., 7300 West Agatite Road, Norridge, Illinois 60656, HUMBOLDT MFG. CO., an Illinois corporation (the "Tenant"), whose address is 7300 West Agatite Road, Norridge, Illinois 60656, and LASALLE NATIONAL BANK, a national banking association (the "Lender"), whose address is 120 South La Salle Street, Chicago, Illinois 60603.

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Kumar
7402175

RECITALS

A. Tenant is the tenant under a certain Lease dated as of May 31, 1983 between the Beneficiary and Herman C. Rickert ("Rickert"), as lessor, and Tenant, as lessee, as extended by that certain Lease Extension Agreement dated as of April 24, 1990 among First National Bank of Chicago, not personally but as executor of the Will of Herman C. Rickert, deceased, the Beneficiary and the Tenant (along with any and all extensions, modifications, replacements and renewals thereof being collectively referred to herein as the "Lease"), pertaining to and covering that certain real estate which is legally described on Exhibit "A" attached hereto and the buildings and improvements located thereon (the "Property").

B. Beneficiary is the owner of one hundred percent (100%) of the beneficial interest and power of direction in and to the Trust Agreement, having acquired all of the right, title and interest of Rickert in and to the Trust Agreement pursuant to that certain Assignment dated May 1, 1992 between First National Bank of Chicago, as Trustee of the Herman C. Rickert, Jr. Trust No. 1 (the "Rickert Trust"), and the Beneficiary.

C. Beneficiary has acquired all of the right, title and interest of Rickert in and to the Lease pursuant to that certain Assignment of Lease dated May 1, 1992 between the Rickert Trust and the Beneficiary.

D. Lender is presently contemplating the making of a loan (the "Loan") to Landlord secured by the Property and this Agreement is entered into by the parties hereto with the intention of having Lender rely thereon in making and disbursing the Loan.

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WARRANTIES, COVENANTS and AGREEMENTS

1. The Landlord, Tenant and Lender hereby agree and acknowledge that said Lease, and all of Landlord's and Tenant's respective rights and interests thereunder, shall be, are hereby made and shall remain completely subject and subordinate to that certain Mortgage, Security Agreement and Financing Statement dated as of October 30, 1992 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on _____, 1992 as Document No. _____, and all modifications, replacements and amendments thereof (collectively, the "Mortgage"), and all other documents, including an Assignment of Rents and Leases dated as of October 30, 1992 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on _____, 1992 as Document No. _____, and all modifications, replacements and amendments thereof (collectively, the "Assignment of Rents"), now or hereafter securing the Loan (the Mortgage, the Assignment of Rents and all other documents being collectively referred to herein as the "Loan Documents"), to the same extent as if the Loan Documents had been executed, delivered and recorded prior to execution of the Lease.

2. Tenant agrees that it will not, after the date hereof, subordinate the Lease to any mortgage, deed of trust or other lien encumbering the Property, other than the Loan Documents, without first obtaining the written consent of Lender.

3. Landlord and Tenant hereby acknowledge and agree that Lender shall have the right at any time to elect, by a notice in writing given to Landlord and Tenant, to make the Lease superior to the Loan Documents, and, upon the giving of such notice to Landlord and Tenant, the Lease shall be deemed to be prior and superior to such Loan Documents and the interest thereby created and evidenced.

4. The Lease shall not, after the date hereof, be terminated, surrendered, renewed (except as specifically permitted by the Lease), or modified without first obtaining the prior written consent of Lender, and rent shall not be paid more than one month in advance.

5. Tenant hereby acknowledges that the interest of the Landlord under the Lease shall be assigned to Lender solely as security for the Loan and Lender (i) shall not be liable for any claims for damages or setoffs arising out of Landlord's interest in the Property, for the return of any security deposit unless it has specifically been received by the Lender, for any act committed by the Landlord or any breach or failure to perform by the Landlord, and (ii) shall not be obligated by reason of the Assignment of Rents or the exercise of any rights granted therein to perform any obligation of the Landlord.

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6. In the event of any default by Landlord under the Lease, Tenant shall promptly give notice of such default to Lender and, in such event and prior to the exercise by Tenant of any of its rights or remedies under the Lease or otherwise with respect to such default, Lender shall have the right, but not the obligation, to cure such default within thirty (30) days following the receipt of such notice (except that if Lender cannot reasonably cure such default within such thirty day time period, such period shall be extended for a reasonable additional period of time, provided that Lender commences to take action in order to cure such default within such additional period and proceeds diligently thereafter to effect such cure), and, if Lender does cure such default, then the Lease shall remain in full force and effect.

7. Provided the Tenant has not been joined by Lender as an adverse party defendant in any action or proceeding which may be instituted or commenced by Lender to foreclose or enforce the Mortgage and notwithstanding the subordination of the Lease as aforesaid, in the event that Lender or any other party succeeds to the rights of Landlord under the Lease ("Successor Landlord"), whether through foreclosure, the acceptance of a deed in lieu of foreclosure or any possession, surrender, assignment, judicial action or any other action taken by Lender, then upon the written request by Lender to do so, the Tenant will agree that (a) it shall attorn to, and be liable to and recognize Successor Landlord as the lessor under the Lease for the balance of the term of the Lease upon and subject to all the terms and conditions of this Agreement and of the Lease; (b) thereafter, it shall make payments of rent (minimum, basic, percentage, additional or otherwise) to Successor Landlord, and otherwise perform all of Tenant's obligations set forth in the Lease; (c) Successor Landlord shall be responsible only for the performance of those of Landlord's obligations to be performed during the period of the Successor Landlord's ownership; and (d) Tenant shall look solely to the interest of Successor Landlord in the Property for recovery of any judgment, it being specifically agreed that neither Successor Landlord, nor Lender, nor anyone claiming under Successor Landlord or Lender, shall ever be personally liable for any such judgment.

8. Tenant agrees that on the written request of Lender made from time to time, Tenant will promptly execute and deliver to Lender an estoppel certificate addressing such matters pertaining to the Lease as Lender may request.

9. Whenever any of the parties hereto desires to give any notice to any of the others under this Agreement, it shall be sufficient for all purposes if such notice is hand delivered, sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, addressed as follows:

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If to Landlord: Bank One, Evanston, N.A., as
Trustee under Trust No. R-2210
800 Davis Street
Evanston, Illinois 60204-0712

Mr. Dennis E. Burgess
c/o Humboldt Mfg. Co.
7300 West Agatite Road
Norridge, Illinois 60656

If to Tenant: Humboldt Mfg. Co.
7300 West Agatite Road
Norridge, Illinois 60656
Attention: Mr. Dennis E. Burgess

If to Lender: LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603
Attention: Ms. Betty Latson

10. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Lender and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

11. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

12. This instrument is executed by Bank One, Evanston, N.A., not personally, but as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by Bank One, Evanston, N.A. are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against Bank One, Evanston, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year set forth above.

Landlord:

BANK ONE, EVANSTON, N.A., as
Trustee under Trust No. R-2210

ATTEST:

By: Alam M. Nowis
Its: EMPLOYEE BENEFITS OFFICER

By: [Signature]
Its: VICE PRESIDENT AND TRUST OFFICER

[Signature]
DENNIS E. BURGESS

Tenant:

HUMBOLDT MFG. CO.

ATTEST:

By: Joseph J. Boyle
Its:

By: [Signature]
Its:

Lender:

LASALLE NATIONAL BANK

By: [Signature]
Its: Vice President

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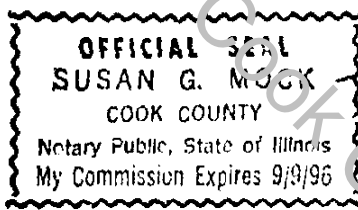
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Susan G. Mock, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Souha Nahmad ~~VICE PRESIDENT AND TRUST OFFICER~~ and Ahmed H. Morris ~~EMPLOYEE BENEFITS OFFICER~~, of BANK ONE, EVANSTON, N.A., a national banking association, as trustee as aforesaid, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and EMPLOYEE BENEFITS OFFICER of said banking association, respectively, appeared before me this day in person and each acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said banking association for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of October, 1992.



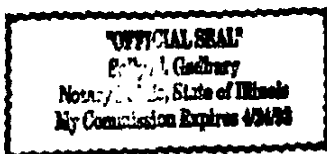
Susan G. Mock
Notary Public

My Commission Expires:
Sept 9, 1996

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Jolly M. Gadbury, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DENNIS E. BURGESS, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of October, 1992.



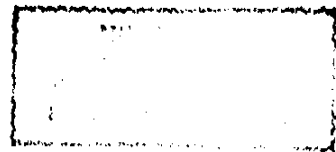
Jolly M. Gadbury
Notary Public

My Commission Expires:
April 24, 1993

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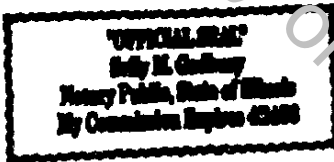
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Sally M. Gabbery, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DEWINS E. BURGESS, as President and JOSEPH J. GRYK, as Secretary of HUMBOLDT MFG. CO., an Illinois corporation, who are 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of October, 1992.



Sally M. Gabbery
Notary Public

My Commission Expires:

April 24, 1993

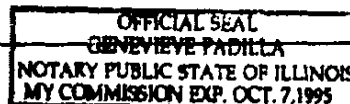
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, GENEVIEVE PADILLA, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Betty Latson, as vice President of LASALLE NATIONAL BANK, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking association for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of October, 1992.

Genevieve Padilla
Notary Public

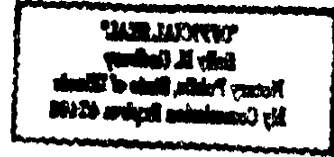
My Commission Expires:



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EXHIBIT "A"

Legal Description of Real Estate

THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH ALONG THE EAST LINE OF SAID NORTH EAST 1/4, 470.40 FEET; THENCE WEST, PARALLEL TO THE SOUTH LINE OF SAID NORTH EAST 1/4, 465.35 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING WEST, PARALLEL TO THE SAID SOUTH LINE OF THE NORTH EAST 1/4, 157.33 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 190.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 13; THENCE EAST ALONG THE NORTH LINE OF THE SAID SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4, 157.33 FEET; THENCE SOUTH 190.44 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address:

7220 Agatite Road
Norridge, Illinois 60616

Permanent Tax I.D. Nos.:

12-13-22-014

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
135 South La Salle Street
Suite 325
Chicago, Illinois 60603

GKF:de
D92925.AGR
October 22, 1992

BOX 333 - TH