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MEMORANDUM OF SUBORDINATION AGREEMENT

THIS MEMORANDUM OF SUBORDINATION AGREEMENT is made as of April 1, 1992, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association having its principal office at 33 North LaSalle Street, Chicago, Illinois ("Senior Lender") and INB NATIONAL BANK, a national banking association having an office at One Indiana Square, Indianapolis, Indiana, as agent for itself and for Bank One, Indianapolis, N.A. (INB National Bank as agent aforesaid is referred to hereafter as "Subordinate Lender").

RECITALS

A. Senior Lender has made certain loans (the "Senior Loan") secured in part by a mortgage on the premises described in Exhibit A attached hereto and made a part hereof (the "Senior Mortgage").

B. Subordinate Lender has made certain loans (the "Subordinate Loan") secured in part by a junior mortgage on the premises described in Exhibit A (the "Subordinate Mortgage").

C. Senior Lender and Subordinate Lender are parties to a certain Subordination Agreement of even date herewith (the "Subordination Agreement"), and desire, by the recording of this instrument, to impart constructive notice of the Subordination Agreement to all third parties.

NOW THEREFORE, in consideration of the foregoing, the Subordinate Lender and Senior Lender do hereby agree as follows:

1. The Subordinate Loan and the Subordinate Mortgage and all advances thereunder are hereby, and shall continue to be, subject and subordinate in priority to the lien of the Senior Loan and the Senior Loan Documents (as such term is defined in the Subordination Agreement) and all advances thereunder without regard to the application of proceeds thereof. The foregoing subordination of the Subordinate Loan shall apply: (i) without regard to whether or not the Senior Loan was made pursuant to the terms of the Senior Loan Documents or in protection of the Senior Lender's collateral or otherwise; (ii) to all interest and all other sums due under the Senior Loan Documents; and (iii) to all the terms, covenants and conditions of the Subordinate Loan Documents (as such term is defined in the Subordination Agreement), notwithstanding the availability of other collateral to the Senior Lender or the actual date and time of recordation, filing or perfection of the Senior Mortgage or any other Senior Loan Documents. Senior Lender agrees, that solely for purposes of the Subordination Agreement, the maximum amount of the Senior Loan shall be the sum of: (i) the original principal balance of the Senior Loan; (ii) any and all accrued interest owing on the Senior Loan; (iii) any and all costs, expenses, or attorneys'

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fees incurred by Lender which are secured by the Senior Mortgage; and (iv) any and all advances made by Senior Lender to protect the lien of its mortgage or the value of its collateral including but not limited to payment of real estate taxes, insurance premiums, or completion of construction; provided, however, Senior Lender shall not make advances to complete construction in excess of the original aggregate principal amount of the Senior Loans without the prior written consent of Subordinate Lender, which consent shall not be unreasonably withheld and which consent shall be deemed granted if no objection is given within ten (10) business days after written notice from Senior Lender.

2. Unless and until the Senior Loan is retired in full, Subordinate Lender will not take any action to enforce or foreclose the lien of the Subordinate Mortgage nor take any other action with regard to the mortgaged premises including but not limited to the appointment of a receiver for the property or the exercise of any remedy which could have the effect of terminating any lease agreement which affects the premises.

3. Reference is hereby made to the Subordination Agreement with respect to all of the other terms, covenants and provisions contained therein all of which are hereby incorporated by reference as if fully set forth herein.

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

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By: Jessie L. Childe
Its: Commercial Banking Officer

INB NATIONAL BANK, as agent
aforesaid

By: Robert B. Pelik
Its: 1st Vice President
ROBERT B. PELIK

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STATE OF INDIANA)
) SS
COUNTY OF MARION)

I, DIANE M. KORTZENDORF, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT B. PECK, the FIRST VICE PRESIDENT of INB National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such FIRST VICE PRESIDENT appeared before me this day in person and acknowledged that she/he signed and delivered said instrument as her/his 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 official seal this 10th day of APRIL, 1992.

Diane M. Kortzendorf
Notary Public

DIANE M KORTZENDORF
NOTARY PUBLIC STATE OF INDIANA
JOHNSON COUNTY
MY COMMISSION EXP. FEB. 6, 1996

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ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08/14/2008 BY 60322/UC/STP

EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1990 AS DOCUMENT NUMBER 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH, THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24" CONCRETE FOUNDATION WALL FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 386.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES 21 MINUTES 52 SECONDS, 82.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS, 83.74 FEET; THENCE ON AN AZIMUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FEET; THENCE ON AN AZIMUTH OF 68 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 35 SECONDS, 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 275.76 FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE ON AN AZIMUTH OF 248 DEGREES 27 MINUTES 00 SECONDS ALONG SAID SOUTHERLY LINE, 976.31 FEET TO THE NORTHEAST CORNER OF LOT 4 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 1957 AS DOCUMENT NUMBER 16966716; THENCE SOUTH THROUGH THE FOLLOWING TEN COURSES ALONG THE EAST LINES OF SAID CAMPBELL SOUP COMPANY'S SUBDIVISION; THENCE ON AN AZIMUTH OF 214 DEGREES 13 MINUTES 38 SECONDS, 165.36 FEET; THENCE ON AN AZIMUTH OF 179 DEGREES 59 MINUTES 58 SECONDS, 311.98 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 56 MINUTES 10 SECONDS, 18.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 94.00 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 00 MINUTES 00 SECONDS, 23.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 106.00 FEET; THENCE ON AN AZIMUTH OF 236 DEGREES 06 MINUTES 50 SECONDS, 49.39 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 127.65 FEET; THENCE ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS, 3.95 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 125.00 FEET

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TO THE NORTH LINE OF WEST 35TH STREET AFORESAID; THENCE EAST ALONG SAID NORTH LINE, 227.45 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 140.24 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, 13.84 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 261.47 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, 4.40 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 38.00 FEET TO THE CENTERLINE OF A 24" CONCRETE FOUNDATION WALL; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS ALONG SAID CENTERLINE AND FOUNDATION WALL, AND SAID CENTERLINE EXTENDED EAST, 354.30 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LOTS TWO (2) AND FOUR (4) IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED JULY 24, 1957 AS DOCUMENT NUMBER 16966716.

P.I.N. #': 16-36-200-031-0000 (Includes other property)
16-36-200-033-0000
16-36-200-035-0000
16-36-201-010-0000
16-36-201-008-0000

Common Address: 2550 W. 35th Street
Chicago, IL 60623

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