

COOK COUNTY, ILLINOIS
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CONSENT AND SUBORDINATION AGREEMENT

This Consent and Subordination Agreement is dated February 18, 1993, between Cole Taylor Bank, formerly known as Cole Taylor Bank/Drovers, formerly known as Drovers Bank of Chicago, located at 850 W. Jackson Blvd., Chicago, IL 60607 ("Bank"), and Quaker State Corporation, a Delaware corporation ("Quaker State").

UNDERSTANDINGS

- A. Bank made a loan to Cole Taylor Bank, formerly known as Cole Taylor Bank/Drovers, formerly known as Drovers Bank of Chicago, as Trustee under a Trust Agreement dated October 15, 1985 and known as Trust No. 85114 ("Trustee"), evidenced by Trustee's promissory note dated October 16, 1985 made payable to Bank in the original principal amount of Four Hundred Forty-Five Thousand and 00/100's Dollars (\$445,000.00) (the "Original Bank Note").
- B. Quaker State made a loan to J & L Oil Services, Inc. and J & L Oil Services Inc. II, whose principals are also beneficiaries in the above-referenced Trust, evidenced by that certain promissory note dated August 4, 1992, made payable to Quaker State in the original principal amount of One Hundred Ninety-Five Thousand Dollars (\$195,000.00) (the "Quaker State Note").
- C. The Original Bank Note is secured in part by a Trust Deed dated October 16, 1985 (the "Bank Trust Deed"), on the property legally described in Exhibit A attached hereto and made a part hereof (the "Premises"), and recorded October 22, 1985 with the Cook County, Illinois Recorder of Deeds as Document No. 85247311 and an Assignment of Rents dated October 16, 1985 (the "Bank Assignment of Rents") and recorded with the Cook County, Illinois Recorder of Deeds as Document No. 85247312.
- D. The Quaker Note is secured by a Mortgage dated August 4, 1992, (the "Quaker State Mortgage"), on the Premises, and recorded Nov. 12, 1992 with the Cook County, Illinois Recorder of Deeds as Document No. 92845085.

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- E. Bank and Trustee extended and modified the indebtedness evidenced by the Original Bank Note, pursuant to a Modification and Extension Agreement between Bank and Trustee, dated October 18, 1987 (the "First Bank Agreement"), recorded December 24, 1987 with the Cook County, Illinois Recorder of Deeds as Document No. 87674663, pursuant to which the interest rate on said indebtedness was fixed at 10.50% per annum, the maturity thereof was extended to October 18, 1990, and the monthly payments thereon were fixed at \$4,631.06 on the 18th day of each month, with all principal and interest due October 18, 1990.
- F. Bank and Trustee extended and modified the indebtedness evidenced by the Original Bank Note and the First Bank Agreement, pursuant to a modification and extension agreement between Bank and Trustee, dated October 18, 1990 (the "Second Bank Agreement"), recorded January 3, 1991, with the Cook County, Illinois Recorder of Deeds as Document No. 91002395, to provide that said indebtedness in the then current amount of \$366,746.66 (i) shall bear interest at the rate of 11.25% per annum, and a rate of 15.25% per annum after default or maturity of the Original Bank Note, as modified, (ii) shall mature October 18, 1995, and (iii) shall be repayable in monthly installments of \$4,651.79 on the 18th day of each month, with all principal and interest due October 18, 1995 and said Second Bank Agreement further modified the Bank Trust Deed by the addition of a rider in which the Trustee made certain environmental warranties and covenants to and with Bank.
- G. Lawrence M. Hackett and John D'Alessandro, the beneficiaries of the above-referenced trust, have requested Bank to extend and modify the indebtedness evidenced by the Original Bank Note, as modified and extended by the First Bank Agreement and the Second Bank Agreement, to provide that said indebtedness in the outstanding principal amount of \$331,296.11 as of February 3, 1993 (i) shall bear interest at the rate of 9% per annum, and a rate of 13% per annum after default or maturity of the Original Bank Note, as modified, (ii) shall mature February 18, 1995 and (iii) shall be repayable in monthly installments of \$4,650.00 on the third day of each month, with all principal and interest due February 18, 1998, said extensions and modifications contained in a Modification and Extension Agreement between Bank and Trustee, dated February 3, 1993 (the "Third Bank Agreement"), said Third Bank Agreement to be recorded with the Cook County, Illinois Recorder of Deeds, and said Third Bank Agreement to further modify the Bank Trust Deed by the addition of a rider in which certain environmental warranties and covenants are made to Bank by Lawrence M. Hackett and John D'Alessandro. Bank was willing to execute

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the Third Bank Agreement provided Trustee pay off the entire indebtedness owed to the Illinois Development Finance Authority, a political subdivision, body politic and municipal corporation organized and existing under the laws of the State of Illinois and promptly obtain this Consent and Subordination Agreement from Quaker State.

NOW, THEREFORE, in consideration of the understandings set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Quaker State agree as follows:

1. Quaker State consents to the Original Bank Note as amended by the First Bank Agreement, the Second Bank Agreement and the Third Bank Agreement and acknowledges that Bank shall continue to have a first and prior lien on the Premises, superior to any lien of Quaker State thereon, notwithstanding the changes in interest rate, maturity date and payment amount of the indebtedness secured by the lien on the Premises in favor of Bank, as such changes are indicated the Third Bank Agreement. The Bank Trust Deed, as modified by the First Bank Agreement, the Second Bank Agreement, the Third Bank Agreement and the Bank Assignment of Rents, shall be a senior and superior lien on the Premises, and the Quaker State Mortgage shall be a junior and subordinate lien on the Premises.
2. Quaker State agrees that the payment of all amounts due Quaker State pursuant to the Quaker State Note and the Quaker State Mortgage are hereby subordinated in right of payment to the prior payment in full of all amounts due Bank under the terms of the Original Bank Note, the Bank Trust Deed, the First Bank Agreement, the Second Bank Agreement, the Third Bank Agreement and the Bank Assignment of Rents, plus all interest, costs and attorneys' fees due Bank pursuant to the terms of the Original Bank Note and the Bank Trust Deed.
3. This Consent and Subordination Agreement shall be binding upon Bank and Quaker State and upon their respective successors and assigns and shall inure to the benefit of Bank and Quaker State and their respective successors and assigns.
4. If any court of competent jurisdiction determines any provision hereunder to be prohibited, invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such prohibition, invalidity or unenforceability without prohibiting, invalidating and rendering unenforceable the remainder of the provisions of this Consent and Subordination Agreement.

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Bank and Quaker State reserve the right to waive or refrain from waiving any right or remedy under this Consent and Subordination Agreement. No delay or omission on the part of Bank or Quaker State in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy or of any other right or remedy under this Consent and Subordination Agreement or any other instrument, document, agreement or other writing relating thereto. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion. No waiver shall be deemed to have been made by Bank or Quaker State, unless such waiver is in writing and signed by an authorized officer of Bank or Quaker State. Unless otherwise provided for hereunder, any notice required to be given to Bank or Quaker State shall be given if deposited in the mail, postage prepaid, and mailed to Bank or Quaker State, as the case may be, at their respective addresses as shown on this Consent and Subordination Agreement.

5. This Consent and Subordination Agreement may be recorded with the Cook County, Illinois Recorder of Deeds, and Bank and Quaker State consent to such recording.

IN WITNESS WHEREOF, Bank and the Quaker State have executed this Consent and Subordination Agreement as of this 18th day of February, 1993.

Cole Taylor Bank, formerly known as Cole Taylor Bank/Drovers, formerly known as Drovers Bank of Chicago

By: Vincent F. Daley

Title: Vice President

Attest: James A. Tobin

Title: Gen. Adm. Officer

(SEAL)

Quaker State Corporation

By: Ronald J. Runtz

Title: Assistant Administrative Manager

Attest: James A. McFadden

Title: Assistant Corporate Secretary

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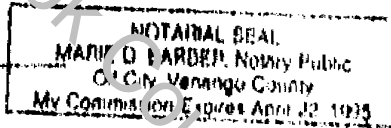
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PENNSYLVANIA
STATE OF ~~ILLINOIS~~
VENANGO) SS
COUNTY OF ~~COOK~~)

I, Marie D. Barber, a notary public in and for said county and state, do hereby certify that Robert J. Benninger,
Ass't. Adm. Mgr. of Quaker State Corporation, and
Joyce A. McFadden, Ass't. Corporate Secretary of said Quaker State, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Ass't. Adm. Mgr. and Ass't. Corporate Secretary appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said political subdivision, body politic and municipal corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of May, 1993.

Marie D. Barber
Notary Public



My commission expires April 22, 1995 (SEAL)

This instrument prepared by:

Marjorie J. MacLean
Cole Taylor Bank
1542 W. 47th St.
Chicago, IL 60609

After recording return to:

Vincent F. Daley
Cole Taylor Bank
5501 W. 79th St.
Burbank, IL 60459

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LEGAL DESCRIPTION

PARCEL 1:

Lots 10, 11, 22 and 13 in Block 4 in Mary Hubbard's Resubdivision of Lots 18 to 36 inclusive and of Lots 70 to 73 inclusive in Block 4 of Hubbard's Subdivision of Commissioner's Division of Lot 14 in Block 24 in Canal Trustee's Subdivision of the South 1/2 of Section 29, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

The West 75 feet of Lot 2 in Block 1 in Lode's Resubdivision of Blocks 2, 7 and 10 (recorded as vacated May 22, 1897 in Book 5900 on Page 108 in the Recorder's Office of Cook County, Illinois (except the North 17 feet of Block 2 heretofore conveyed for public highway) in Dearborn Heights a Subdivision of the West 1/2 of the North East 1/4 in Section 7, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property Addresses and P.I.N. :

PARCEL 1: 806-812 West 31st Street, Chicago, Illinois
P.I.N. 17-29-427-028, 17-29-427-026 and 17-29-427-027

PARCEL 2: 6645 West 95th Street, Oak Lawn, IL.
P.I.N. 24-07-202-016

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