

93659405
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SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made as of the 17th day of August, 1993
by and between Junior Lender (described below) and Senior Lender (described below).

Identification of Parties and Instruments:

Junior Lender—Name and Address:

NBD Bank
211 South Wheaton Avenue
Wheaton, Illinois 60187

Senior Lender—Name and Address:

Canada Life Insurance Company of America
c/o Mid-North Financial Services, Inc.
205 West Wacker Drive
Suite 202
Chicago, Illinois 60606

Borrower—Name and Address:

American National Bank and Trust Company of Chicago,
not personally but solely as Trustee under Trust
Agreement dated August 11, 1978 and known as
Trust No. 43656
33 North La Salle Street
Chicago, Illinois 60602

Junior Note:

Amount: \$225,000
Dated: March 19, 1991
as amended by Amendment to Note dated August

Junior Mortgage—Date and Recording Information:

1993 and attached hereto as Exhibit D
Dated: March 19, 1991
Recorded: March 25, 1991
as Document No. 91131086

Senior Note:

Amount: \$1,250,000
Date: August 17, 1993

Senior Mortgage—Date and Recording Information:

Dated: August 17, 1993
Recorded: 8/19/93 1993
as Document No. 93659405

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Alison M. Mitchell, Esq.
Rudnick & Wolfe
203 North La Salle Street
Chicago, Illinois 60601

COMMON ADDRESS OF PROPERTY:

97 Marquardt Drive
Wheeling, Illinois 60090

Real Estate Tax Index Number:

03-14-404-033-0000, 03-14-404-034-0000,
03-14-404-035-0000, 03-14-404-036-0000,
03-14-404-037-0000, 03-14-404-038-0000,
03-14-404-039-0000

7447367DZ 30F4

55.50

Property of Cook County

93659405

DEPT-11 RECORD Y
T87777 TRAN 5431 08/19/93 12142100
88695 * -93-659405
COOK COUNTY RECORDER



RAW 7/1/93

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RECITALS:

A. Borrower has executed and delivered the Junior Note made payable to the order of the Junior Lender. The Junior Note is secured by: (1) the Junior Mortgage, made by Borrower in favor of Junior Lender and encumbering the real estate legally described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"); and (2) certain other documents and instruments, if any, listed in Exhibit B attached hereto and by this reference made a part hereof (the "Other Junior Documents"); (the Junior Note, Junior Mortgage and the Other Junior Documents are collectively referred to as the "Junior Loan Documents").

B. Borrower has executed and delivered the Senior Note made payable to the order of Senior Lender. The Senior Note is secured by: (1) the Senior Mortgage encumbering the Property; and (2) certain other documents and instruments, if any, listed in Exhibit C attached hereto and by this reference made a part hereof (the "Other Senior Documents"); (the Senior Note, Senior Mortgage and the Other Senior Documents are collectively referred to as the "Senior Loan Documents").

C. Without the execution and delivery of this Agreement, the execution, delivering and recording of the Junior Loan Documents constitutes a default under the Senior Loan Documents, and Senior Lender will consent to the execution, delivering and recording of the Junior Loan Documents only upon execution and delivery of this Agreement by Junior Lender.

NOW, THEREFORE, to induce Senior Lender to consent to the execution, delivering and recording of the Junior Loan Documents and for the payment of TEN DOLLARS and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Junior Lender and Senior Lender hereby agree that until the obligations evidenced and secured by the Senior Loan Documents have been paid and satisfied in full:

1. **Subordination of Lien of Junior Loan Documents.** The Junior Mortgage and Junior Loan Documents and the lien thereof are and shall continue to be expressly subject and subordinate to any and all advances, in whatever amount and whenever made, with interest thereon, and to any and all expenses, charges and fees incurred by the Senior Lender pursuant to the terms of the Senior Loan Documents, including but without limitation any and all such advances, interest, expenses, charges and fees which may increase the indebtedness secured by the Senior Loan Documents above the original principal amount thereof, provided the same is advanced or incurred under any of the express provisions of the Senior Loan Documents or any extension, consolidation, modification or supplement thereto. The modifications, consolidations, and supplements herein referred to shall not be deemed to include any modification, consolidation or supplement which expands the rights of the holder of the Senior Loan Documents to advance additional indebtedness beyond those rights provided in the Senior Loan Documents.

2. **Insurance Proceeds and Claims.** Junior Lender shall have no right to participate in the adjustment or settlement of insurance losses or condemnation claims, provided, however, Senior Lender shall endeavor (but shall not be obligated) to give notice to Junior Lender of the occurrence of any casualty and/or condemnation and the settlement thereof. The Junior Lender hereby agrees, upon the request and at the direction of Senior Lender, to endorse in favor of Senior Lender any and all checks payable to the Junior Lender which represent insurance and condemnation proceeds paid for claims relating to the Property in any way. The Junior Lender hereby appoints Senior Lender as its attorney-in-fact, in its place and stead, to settle all insurance and/or condemnation claims relating to the Property and to receive all payments and endorse all checks with regard thereto to the full extent of all amounts secured by the Senior Loan Documents. Furthermore, Senior Lender shall remit to Junior Lender any portion of the insurance proceeds and/or condemnation awards remaining after payment in full of the indebtedness secured by the Senior Loan Documents, as provided in the Senior Mortgage.

3. **Amendment and Modification.** Junior Lender shall not materially amend or materially modify or consent to the material amendment or material modification of any of the Junior Loan Documents without the prior written approval of Senior Lender. For the purposes of this Section 3 and other provisions of this Agreement, "material" shall mean any change in the rate of interest, amount of payments, term of or principal amount of the Junior Note.

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4. **Waiver of Notices, Defenses, Etc.** The Junior Lender hereby waives: (i) notice of the non-payment of all or any of the amounts due under the Senior Loan Documents (the "Senior Payments"); and (ii) all diligence by Senior Lender in collection or protection of or realization upon the Senior Loan Documents, and (iii) any protest, defense, claim or objection to or in any way relating to any amendment, modification, renewal or extension of the terms and provisions of any of the Senior Loan Documents, including, without limitation, any increase in or extension of time for the Senior Payments evidenced or secured thereby.

5. **Commencement of Bankruptcy Proceedings.** The Junior Lender agrees not to commence, or join with any other creditor in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to Borrower (or Borrower's beneficiary or any party comprising Borrower or its beneficiary), without first obtaining Senior Lender's prior written consent, provided, however, the foregoing shall not prohibit Junior Lender from participating in any proceeding commenced by Borrower, Senior Lender or other unrelated third party.

6. **Commencement of Collateral Proceedings.** The Junior Lender agrees not to commence, or join with any other creditor in commencing, any actions affecting any Management Agreement, Personal Property Lease, Conditional Sales Agreement, Executory Contract or Lease of the Property (collectively the "Leases"), or take any action to subordinate any such Lease to the Junior Loan Documents, or any of them, until such time as the Senior Payments have been paid and satisfied in full, provided however, Junior Lender may take action not otherwise precluded hereby to enforce its rights under any junior collateral assignment of leases or other Junior Loan Document, so long as such action does not have the effect of terminating any such Lease.

7. **Action Taken by Senior Lender.** Senior Lender may, from time to time, whether before or after any discontinuance of this Agreement, at its sole discretion and without notice to the Junior Lender, take any or all of the following actions: (i) retain or obtain a security interest in the Property or any other property to secure any of the obligations or liabilities created by or associated with the Senior Loan Documents; (ii) retain or obtain the primary or secondary obligation of any other obligor or obligors with respect to any of the obligations or liabilities created by or associated with the Senior Loan Documents; and (iii) extend or renew (for one or more periods) or release, compromise, alter or exchange any obligations of a "material" nature of any obligor with respect to any such property.

8. **Remedies Upon Default.** Junior Lender hereby covenants and agrees that upon the occurrence of a default under the Senior Loan Documents, Senior Lender may, at its sole discretion, without notice to Junior Lender: (i) with or without releasing and extinguishing the Senior Mortgage or the liens or security interests created by the Senior Loan Documents, cause title in and to all or any portion of the Property (or any interest of any kind therein, including, without limitation, a beneficial interest in a land trust) to be transferred, assigned or conveyed to a nominee for Senior Lender, subject to the lien of the Junior Loan Documents; and/or (ii) take possession of the Property and take all actions necessary to operate and maintain the Property, including, without limitation, the right to complete construction of the improvements located on the Property and the right to lease or sell all or any portion of the Property or any interest in the Property, without Senior Lender's having any obligation to commence a foreclosure proceeding or have a receiver appointed. The Junior Lender hereby waives the right to assert any and all claims and defenses against Senior Lender relating to or arising from any action taken by Lender pursuant to the preceding sentence, including, without limitation, the right to assert that the Senior Mortgage was merged into any deed or instrument of conveyance to a nominee for Senior Lender.

9. **Assignment by Senior Lender.** Senior Lender may, from time to time, whether before or after any discontinuance of this Agreement, at its discretion and without notice to the Junior Lender, assign or transfer any or all of the Senior Payments or any interest therein and/or any or all of the Senior Loan Documents, or any interest therein, and notwithstanding any such assignment or transfer or subsequent assignment or transfer thereof, the Senior Payments and Senior Loan Documents shall be and remain Senior Payments and Senior Loan Documents for the purposes of this Agreement.

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10. **Notice to Senior Lender and Right to Cure.** The Junior Lender shall not, without giving Senior Lender fifteen (15) days' prior written notice in the event of a monetary default and thirty (30) days' prior written notice in the event of a non-monetary default and an opportunity to cure (within the aforementioned periods) the default of Borrower specified in such notice, take any action of any kind (including, without limitation, the initiation of any proceeding seeking or contemplating foreclosure or the appointment of a receiver or a trustee in bankruptcy) to enforce any right or remedy against Borrower. Provided, however, nothing contained in this Paragraph 10 shall be construed as obligating Senior Lender to cure a default of any nature.

11. **Notice to Junior Lender and Right to Cure.** Senior Lender grants to Junior Lender the right to cure (within any applicable period of grace under the Senior Loan Documents) any default of Borrower under the Senior Loan Documents arising from a non-payment of any sum due under the Senior Loan Documents. Senior Lender shall endeavor (but not be obligated) to give Junior Lender notice of any default under the Senior Loan Documents or of any action of Senior Lender to enforce any right or remedy granted to it under the Senior Loan Documents.

12. **Notices.** Any notices which may be given hereunder shall be in writing and deemed given when personally delivered and receipted for, three days after being deposited in the United States certified or registered mail, postage prepaid, return receipt requested, or upon the next business day after timely and proper deposit, charges paid, with any overnight carrier with respect to next day service, properly addressed to the respective address set forth on the first page of this Agreement, with copies to the following parties:

If to Senior Lender:

Canada Life Insurance Company of America

330 University Avenue

Toronto, Ontario, CANADA M5G 1R8

and

Mid-North Financial Services, Inc.
205 West Wacker Drive
Suite 202
Chicago, Illinois 60606-1156

Attn: Joan von Leesen

If to Borrower:

American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated August 11, 1978 and known as Trust No. 43656
33 North La Salle Street
Chicago, Illinois 60602

Attention: Land Trust Development

If to Junior Lender:

NBD Bank

211 South Wheaton Avenue

Wheaton, Illinois 60187

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13. **Waiver of Right of Subrogation.** If the Junior Lender desires to advance funds respecting the Property for any purpose expressly permitted under the Junior Loan Documents, Junior Lender shall notify Senior Lender pursuant to Paragraph 12 hereof of the amount of any proposed advance and the purpose of which the advance is being made. If, within fifteen (15) days after receipt by the Senior Lender of the aforesaid notice, the Senior Lender notifies the Junior Lender that such proposed advance should not be made, then if the Junior Lender makes said advance, Junior Lender shall have no right or claim of subrogation respecting the funds so advanced thereby. If the Senior Lender (a) consents to the advance, or (b) fails to respond within said fifteen (15) day period, the Junior Lender shall be subrogated to the rights of Senior Lender with respect to the funds so advanced thereby.

14. **Governing Law, Etc.** This Agreement shall be construed in accordance with and governed by the laws of the State in which the Property is located. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The captions herein are for purposes of convenience only.

15. **Binding Effect.** This Agreement shall be binding upon Junior Lender and Senior Lender and their respective heirs, legatees, legal representatives, successors and assigns, including any owner or holder of any of the Junior Loan Documents or Senior Loan Documents, and shall inure to the benefit of Senior Lender, its successors and assigns, including any subsequent owner or holder of any of the Senior Loan Documents.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by Junior Lender and Senior Lender as of the day and year first above written.

JUNIOR LENDER:

NEO Bank, a national bank

banking association

ATTEST:

By: Henry L. Kohn

Name: Henry L. Kohn

Title: Legal Officer

By: Marshal A. Goldson

Name: Marshal A. Goldson

Title: FIRST VICE PRES

SENIOR LENDER:

Canada Life Insurance Company of America, Inc.

and its Financial Services

the company

ATTEST:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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BORROWER'S ACKNOWLEDGMENT

The undersigned acknowledges receipt of a copy of the foregoing Subordination Agreement, and agrees to be bound by the terms and provisions thereof, to mark its books and records so as to clearly indicate that the Junior Loan Documents are subordinated to the Senior Loan Documents in accordance with the terms of such Subordination Agreement, to make no payments or distributions contrary to the terms and provisions thereof, and to do every other act and thing necessary or appropriate to carry out such terms and provisions. In the event of any violation of any of the terms and provisions of the foregoing Subordination Agreement by reason of any act or omission within the direct or indirect control of Borrower, then, at the election of Senior Lender, any and all obligations of the undersigned to Senior Lender shall forthwith become due and payable and any and all agreements of Senior Lender to make loans to the undersigned shall forthwith terminate.

Dated: 8-17, 1993

BORROWER:

American National Bank and Trust Company of Chicago, not personally, but as trustee aforesaid

ATTEST:

By: [Signature]
Name: [Signature]
Title: [Signature]

By: [Signature]
Name: P. JOHANSEN
Title: 2ND VP

This instrument is executed by the undersigned Lord Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee in its capacity as trustee, and agreed that all of the warranties, indemnities, covenants, conditions, and covenants herein made on the part of the Trustee in its capacity as trustee and as Trustee and as person. 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.

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STATE OF ILLINOIS }
COUNTY OF COOK }

I, Lisa K. Becker, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Marshall A. Goldsack and _____, who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instruments as Vice President and _____ of MBO Bank appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own, free and voluntary act and as the free and voluntary act of MBO Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17 day of August 19 03.



Lisa K. Becker
Notary Public

My Commission Expires:

11/7/93

STATE OF ILLINOIS }
COUNTY OF COOK }

I, Rose Zawacki, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Jean Von Gerssen and _____, who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instruments as Vice President and _____ of Canada Life Insurance Company of America appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own, free and voluntary act and as the free and voluntary act of Canada Life Insurance Company of America for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of AUGUST 19 03.

* BY MIDNORTH FINANCIAL SERVICE'S INC., ITS SERVICING AGENT

Rose Zawacki
Notary Public

My Commission Expires:



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STATE OF IL
COUNTY OF Cook

§ 5.1

I, _____, a Notary Public in and for said County in the State
aforesaid, do hereby certify that P. JOHANSEN, Vice President
of

American National Bank and Trust Company of Chicago

an _____, and J. Michael Whelan

American National Bank and Trust Company of Chicago

Assistant Secretary of said _____, personally known to me to be the
same persons whose names are subscribed to the foregoing instrument as such _____
Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged
that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and
voluntary act of said American National Bank and Trust Company of Chicago

_____, as Trustee, for the uses and purposes therein set forth; and the said Assistant
Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said American
National Bank and Trust Company of Chicago
_____, did affix the said instrument to his own free and voluntary act, and as the free and voluntary
act of said American National Bank and Trust Company of Chicago

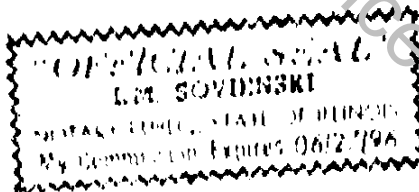
_____, as Trustee, for the uses and purposes therein set forth.

AUG 17 1993

Given under my hand and notarial seal this _____ day of _____, 1993

[Signature]
Notary Public

My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 21 TO 26, BOTH INCLUSIVE, IN WHEELING CENTER FOR INDUSTRY, UNIT NO. 2, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 AND IN THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 97 Marquardt Drive
Wheeling, Illinois 60090

P.I.N.: 03-14-404-033-0000, 03-14-404-034-0000, 03-14-404-035-0000
03-14-404-036-0000, 03-14-404-037-0000, 03-14-404-038-0000
03-14-404-039-0000

Property of Cook County Clerk's Office

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EXHIBIT B

OTHER JUNIOR DOCUMENTS

(LIST OF ADDITIONAL JUNIOR LOAN DOCUMENTS)

Junior Assignment of Leases + Rents
dated of even date with Junior
Mortgage

Collateral Assignment of Beneficial
Interest in Land TRUST of
even date with Junior Mortgage

Guaranty, if any

Property of Cook County Clerk's Office

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EXHIBIT C

OTHER SENIOR DOCUMENTS

1. Assignment of Rents and Leases dated _____, 1993 from Borrower, as assignor, to Senior Lender, as assignee, recorded with the _____ County, Illinois Recorder of Deeds (the "Recorder") on _____, 1993, as Document No. _____.
2. Security Interest of Senior Lender pursuant to financing statement from Borrower, as debtor, recorded with the Recorder on _____, 1991, as Document No. _____.
3. Security Interest of Senior Lender pursuant to financing statement from _____ beneficiary of Borrower, as debtor, recorded with the Recorder on _____, 19____, as Document No. _____.
4. Security Interest of Senior Lender pursuant to financing statement from Borrower, as debtor, filed with the Secretary of State of Illinois on _____, 1993 as Document No. _____.
5. Security Interest of Senior Lender pursuant to financing statement from Beneficiary of Borrower, as debtor, filed with the Secretary of State of Illinois on _____, 1993 as Document No. _____.
6. Guaranty dated _____, 1993 from Jerome Kosoglad and Leonard Kosoglad to Senior Lender.
7. Various other loan documents.

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AMENDMENT DATED AS OF AUGUST 17, 1993 TO PROMISSORY NOTE DATED AS OF MARCH 19, 1991

THIS AMENDMENT, dated as of August 17, 1993 (the "Amendment"), amends and modifies a certain Promissory Note, dated as of March 19, 1991 made by American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Amendment dated August 11, 1978 and known as Trust Number 43656 ("Trustee") and Wheeling Ventures West, an Illinois limited partnership (the "Partnership") (Trustee and the Partnership may be referred to hereinafter collectively as the "Borrower"), to the order of NBD Bank (the "Bank"), successor by merger to NBD Highland Bank, N.A. Terms not otherwise defined herein shall have the meanings set forth in the Promissory Note.

RECITALS:

WHEREAS, the Borrower has previously executed and delivered a Promissory Note in the original principal sum of Two Hundred Twenty-Five Thousand Dollars and No/100 (\$225,000.00), with interest payable monthly and principal indebtedness due and payable at maturity (October 1, 1994);

WHEREAS, to secure the Promissory Note, the Trustee has previously executed and delivered a Junior Mortgage, recorded on March 25, 1991, in the Cook County Recorder of Deeds as Document No. 91131086, encumbering certain real property located in Cook County, Illinois described as follows:

See Exhibit "A" attached hereto and by express reference made a part hereof.

WHEREAS, the Partnership has requested that the Bank agree to subordinate its Junior Mortgage to a Senior Note, in the amount of \$1,250,000, to be made payable to Canada Life Insurance Company of America (the "Subordination Agreement");

WHEREAS, the Bank is willing to agree to execute a Subordination Agreement in favor of Canada Life Insurance Company, in consideration of the Borrower's agreement to (i) pay One Hundred Seventy-Five Thousand Dollars and No/100 contemporaneous with execution of the Subordination Amendment and (ii) restructure the remaining Outstanding Principal Balance to provide complete amortization of the Outstanding Principal Balance over the next twelve months with monthly principal reductions of Four Thousand One Hundred Sixty-Six Dollars and 67/100 (\$4,166.67);

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

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1. AMENDMENTS TO PROMISSORY NOTE.

1.1 Section 1.4. Section 1.4 of the Promissory Note is amended by deleting the date "October 1, 1994" and inserting the date "August 1, 1994."

1.2 Section 2.1. Section 2.1 of the Promissory Note is amended to read in its entirety:

Section 2.1. Payment of Interest and Principal. Principal payments of \$4,166.67 shall be due and payable on each Payment Date commencing September 1, 1993. Interest shall accrue on the Outstanding Principal Balance at the Interest Rate prior to default and shall be payable in arrears on each Payment Date. The entire outstanding principal balance of this Note and any accrued and unpaid interest thereon shall be due and payable on the Maturity Date (or on the first business day thereafter if such day is not a business day), unless due and payable earlier by reason of the acceleration of the maturity of the Note.

2. WARRANTIES. To induce the Bank to enter into this Amendment, the Borrower warrants that:

2.1 Authorization. The Borrower is duly authorized to execute and deliver this Amendment to the Promissory Note, and to perform its obligations under the Promissory Note, as amended hereby.

2.2 No Conflicts. The execution and delivery of this Amendment and the performance by the Borrower of its obligations under the Promissory Note, as amended hereby, do not and will not conflict with any provision of law or of the charter or by-laws of the Borrower or of any agreement binding upon the Borrower.

2.3 Validity and Binding Effect. The Promissory Note, as amended hereby, is a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

3. CONDITIONS PRECEDENT TO AMENDMENT. The amendments contemplated by Section 1 hereof are subject to the satisfaction of each of the following conditions precedent:

3.1 Principal Repayment. The Borrower shall have delivered to the Bank on or before the effective date of this Amendment, the sum of One Hundred Seventy-Five Thousand Dollars and No/100 (\$175,000.00) to be applied to the Outstanding Principal Balance of the Promissory Note.

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3.2 Documentation. The Borrower shall have delivered to the Bank a duly executed counterpart of this Amendment and a duly executed counterpart of the Subordination Agreement, in form and substance satisfactory to the Bank.

3.3 No Default. As of the closing date hereof, no Event of Default or Unmatured Event of Default shall have occurred and be continuing.

4. GENERAL.

4.1 Law. This Amendment shall be construed in accordance with and governed by the internal laws of the State of Illinois.

4.2 Successors. This Amendment shall be binding upon the Borrower and the Bank and their respective successors and assigns, and shall inure to the benefit of the Borrower and the Bank and the successors and assigns of the Bank.

This Note is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Mortgage securing the payment hereof, by the enforcement of the provisions contained in said Mortgage. No personal liability shall be asserted or be enforceable against the Trustee promisor because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor or co-maker hereof, if any, and each original and successive holder of this note except the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any installment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Mortgage given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Mortgage set forth or by action to enforce the personal liability of the guarantor or co-maker, if any, of the payment hereof, or both.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
As Trustee as aforesaid and not personally.

By: 

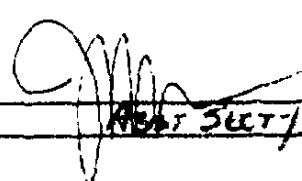
ATTEST:  Secretary

Form 3806 3/87

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed at Chicago, Illinois by their respective officers thereunto duly authorized as of the date first written above.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as aforesaid

By: 
Title: TRUSTEE

ATTEST: 
Title: SECRETARY

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3.2 Documentation. The Borrower shall have delivered to

4.3 Confirmation of the Promissory Note. Except as amended hereby, the Promissory Note shall remain in full force and effect and is hereby ratified and confirmed in all respects.

4.4 References to the Promissory Note. Each reference in the Promissory Note to "this Note," "hereunder," "hereof," or words of like import, and each reference to the Promissory Note in any and all instruments or documents provided for in the Promissory Note or delivered or to be delivered thereunder or in connection therewith, shall, except where the context otherwise requires, be deemed a reference to the Promissory Note as amended hereby.

4.5 Counterparts. This Amendment may be executed in any number of counterparts, all of which together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed at CHICAGO, Illinois by their respective officers thereunto duly authorized as of the date first written above.

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Escrow Agreement attached hereto and, made a part hereof.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as aforesaid

ATTEST:

[Signature]
Title: ASST. SGT.

By: [Signature]
Title: TRUSTEE

93659405

Property of Court Clerk's Office

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WHEELING VENTURES WEST, an Illinois limited partnership

By:


Name: Jerome A. Kosoglad
Title: General Partner

By:


Name: Leonard W. Kosoglad
Title: General Partner

NBD BANK

By:


Title: Nicole V. P...

Property of Cook County Clerk's Office

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EXHIBIT A

Lots 21 to 26, both inclusive, in Wheeling Center for Industry, Unit No. 2, being a subdivision in the South West 1/4 and in the South East 1/4 of Section 14, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 97 Marquardt
Wheeling, Illinois

PIN: 03-14-404-033-0000; 03-14-404-034-0000; 03-14-404-035-0000;
03-14-404-036-0000; 03-14-404-037-0000; 03-14-404-038-0000;
03-14-404-039-0000;

Property of Cook County Clerk's Office

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