

UNOFFICIAL COPY

9324451

ABR011C5

This instrument prepared by:
Albert E. Janke, Jr., Esquire
Liebert, Short & Hirshland
1901 Market Street
Suite 3100
Philadelphia, PA 19103

Lansing, IL

Box 15
DKW

AMENDMENT TO SUBORDINATION AGREEMENT

This Amendment to Subordination Agreement, made the 22nd day of March, 1993, between E&H Properties, Inc., a Pennsylvania Corporation, having an office at 230 South Broad Street, Philadelphia, Pennsylvania 19102 ("Junior Lender"); and Wastinghouse Credit Corporation, a Delaware Corporation, having an office at One Oxford Centre, Pittsburgh, Pennsylvania 15219 ("Senior Lender").

DEPT-01 RECORDINGS 433 00
T#9995 TRAN 7477 04/02/93 12:49:00
#7317 # * 73-244551
COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, Junior Lender is the holder of that certain Mortgage Note dated as of August 25, 1982 ("Junior Note"), in the original principal amount of \$2,750,154.00, made by New York Pension Group to Junior Lender, which Junior Note is secured by that certain Mortgage dated as of August 25, 1982 ("Junior Mortgage"), made by New York Pension Group to Junior Lender, and recorded as Document No. 26371370 on October 5, 1982, in the office of the Recorder of Deeds of the County of Cook, Illinois; and that certain Collateral Assignment of Rents and Leases dated as of August 25, 1982 ("Junior Assignment"), made by New York Pension Group to Junior Lender, and recorded as Document No. 26371371 on October 5, 1982, in the aforesaid office; and

WHEREAS, the Junior Mortgage and Junior Assignment cover premises situate in the Village of Lansing, County of Cook, Illinois (the "premises") as more particularly described in the Junior Mortgage and the Junior Assignment; and

WHEREAS, the Senior Lender is the holder of that certain Promissory Note dated May 12, 1982, as amended ("Senior Note"), in the original principal amount of \$1,259,530.00, made by E&H Properties, Inc. to E.N. Maisel & Associates, as assigned to Senior Lender, which Senior Note is secured by that certain Mortgage dated May 12, 1982, as amended ("Senior Mortgage"), covering the premises, made by E&H Properties, Inc. to E.N. Maisel & Associates, as assigned to Senior Lender, and recorded as Document No. 26233697 on May 18, 1982, in the aforesaid office, and that certain Collateral Assignment of Rents and Leases dated May 12, 1982 ("Senior Assignment"), made by E&H Properties, Inc. to E.N. Maisel & Associates, as assigned to Senior Lender, and recorded as Document No. 26233698 on May 18, 1982, in the aforesaid office; and

CT # 283391 DW 4 B-15

9324451

33,00
Q

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 3 2 1 1

WHEREAS, by Subordination Agreement recorded as Document No. 85040912 on May 30, 1985, in the aforesaid office, Junior Lender subordinated the lien of the Junior Mortgage and Junior Assignment to the lien of the Senior Mortgage and Senior Assignment; and

WHEREAS, by Second Loan Modification Agreement dated December 31, 1992, effective for all purposes as of May 1, 1992 ("Second Modification"), Senior Lender and Fairborn Associates modified the terms of the Senior Note in certain respects; and

WHEREAS, Senior Lender has requested that Junior Lender subordinate the lien of the Junior Note, Junior Mortgage, and Junior Assignment to the lien of the Senior Note, Senior Mortgage, and Senior Assignment, as modified by the Second Modification; and

WHEREAS, Junior Lender has agreed to subordinate the lien of the Junior Note, Junior Mortgage, and Junior Assignment to the lien of the Senior Note, Senior Mortgage, and Senior Assignment, as modified by the Second Modification;

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with intent to be legally bound hereby, the parties hereto hereby agree that the aforesaid Subordination Agreement is modified as follows:

1. Each reference to the "Junior Mortgage Documents" shall mean the Junior Note, Junior Mortgage, and Junior Assignment.

2. Each reference to the "First Mortgage Documents" shall mean the Senior Note, Senior Mortgage, and Senior Assignment, as modified by the Second Modification.

3. Each reference to the "First Mortgage" shall mean the Senior Mortgage as modified by the Second Modification.

4. The Junior Note, Junior Mortgage, and Junior Assignment shall be and hereby are made expressly subject and subordinate to the Senior Note, Senior Mortgage, and Senior Assignment, as modified by the Second Modification, and to all advances heretofore made or which hereafter may be made thereunder, and to any extensions, renewals, and modifications thereof, and all such advances may be made without notice to Junior Lender.

5. Except as expressly modified hereby, the terms and provisions of the aforesaid Subordination Agreement shall continue in full force and effect in accordance with its terms.

93244551

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 3 2 1 1 1

6. The effective date of this Amendment shall be May 1, 1992, notwithstanding that it may have been executed and acknowledged on a date other than such date.

7. This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

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

IN WITNESS WHEREOF, Senior Lender and Junior Lender have executed this Amendment to Subordination Agreement as of the day and year first above written.

JUNIOR LENDER:

WITNESSES:

E&H PROPERTIES, INC.

Donna C. Draves
Vincent J. Kar

By: Al Ruff

Vice President

Attest: Howard M. Jones

Assistant Secretary

SENIOR LENDER:

WITNESSES:

WESTINGHOUSE CREDIT CORPORATION

Al Ruff
James J. Kelly

By: Bobbie M. Tucker

Name: Bobbie M. Tucker

Title: mgr. Asset Recovery

(SEAL)

9324551

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011 10:00 AM

UNOFFICIAL COPY

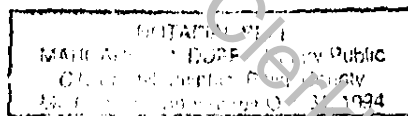
COMMONWEALTH OF PENNSYLVANIA : 9 5 2 4 1
COUNTY OF Phila. : ss.
:

On this 17th day of March, 1993, before me, a Notary Public, personally appeared Al Lipton and Howard M. Levy, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of E & H PROPERTIES, INC., a Pennsylvania corporation, and who acknowledged the execution of the foregoing instrument on behalf of that corporation for the purposes therein set forth pursuant to authorization contained in a proper resolution of the Board of Directors of that corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Howard M. Sully
Notary Public

My Commission Expires:



93244551

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

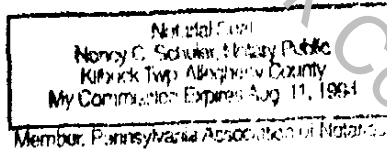
9 3 2 4

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF Allegheny :

On this 22 day of MARCH, 1993, before me, a Notary Public in and for the County and State aforesaid, personally appeared Bobbie M. Tucker, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he did sign such instrument as the Mgr. Asset Recovery of Westinghouse Credit Corporation, a Delaware corporation, and that he was duly authorized to sign such instrument on behalf of such corporation and that he signed same for the purposes contained within such instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Nancy C. Schuler
Notary Public



93244551

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-1-10

UNOFFICIAL COPY

EXHIBIT "A"

Parcel 1:

That part of Block 4 and vacated alley in said Block, together with that part of vacated street adjoining said Block, in Torrence - Bernice Addition, a subdivision of part of the Southwest 1/4 of the Northwest 1/4 of Section 30, Township 36 North, Range 15 East of the Third Principal Meridian, according to the plat thereof recorded March 13, 1926 as Document No. 9206165, all taken as one tract bounded and described as follows: Commencing at the Northwest corner of said Block 4; thence South 0 degrees 00 minutes 20 seconds West, 329.09 feet along the West line of said Block to the point of beginning of the following described parcel of land; thence South 89 degrees 58 minutes 03 seconds East, 298.47 feet along a line drawn parallel with the North line of said Block to the point of intersection with a line 18.59 feet West of and parallel with the West line of Block 5 in the aforesaid Torrence-Bernice Addition; thence South 0 degrees 01 minutes 23 seconds West, 258.55 feet along said parallel line to the Southerly line of Glen Oak Avenue as vacated per Ordinance No. 527 passed by the Village of Lansing, Cook County, Illinois, said Southerly line being a line drawn from the Southwest corner of Lot 12 in said Block 5 to a point on the East line of Lot 27 in said Block 4, which is 10.00 feet North of the Southeast corner of said Lot 27; thence North 81 degrees 23 minutes 02 seconds West, 47.95 feet along said Southerly line of vacated Glen Oak Avenue to the East line of said Lot 27; thence North, 90 degrees 00 minutes 00 seconds West, 125.49 feet along the North line of the South 10.00 feet of Lots 24 to 27 and the North line of the South 10.00 feet of the East 1/2 of alley West of and adjoining Lot 24 in said Block 4 to the West line of the East 1/2 of said alley; thence North 0 degrees 00 minutes 51 seconds East, 20.69 feet along said West line to the point of intersection with the Easterly projection of the South line of Lot 22 in said Block 4; thence North, 89 degrees 58 minutes 03 seconds West, 60.00 feet along said South line and its Easterly projection to a point 50.00 feet West of the Southeast corner of said Lot 22; thence North 33 degrees 12 minutes 30 seconds West, 119.56 feet to the Northwest corner of Lot 19 in said Block 4; thence North 0 degrees 00 minutes 20 seconds East, 130.78 feet along the West line of said Block 4 to the hereinabove described point of beginning, all in Cook County, Illinois.

Parcel 2:

The non-exclusive right to use the "common areas of the shopping center", as therein defined, for the purpose of ingress and egress and the parking of motor vehicles, as set forth in the Declaration of Easement made by LaSalle National Bank, as Trustee under Trust No. 47220, recorded May 17, 1982 as Document No. 26231778.

Permanent Tax Number: 30-30-116-040

Volume: 228

(Affects that part of Parcels 1 and 2 falling in Block 4 in Torrence -Bernice Addition, aforesaid, and appurtenant vacated streets and alleys.)

93244551

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Permanent Tax Number: 30-30-117-033

Volume: 228

(Affects that part of Parcel 1 falling in that part of vacated Glen Oak Avenue appurtenant to Block 5 in Torrence - Bernice Addition, aforesaid, and that part of Parcel 2 falling in said Block 5 and appurtenant vacated streets and alleys.)

Property: 17365 Torrence Ave.
Lansing, IL

Property of Cook County Clerk's Office

93244551

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93244551