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SUBORDINATION AND CONDITIONAL ASSIGNMENT OF MANAGEMENT CONTRACT

THIS AGREEMENT is made as of September 27, 1994, by Northlake Building, L.L.C., an Illinois limited liability company ("Property Manager") and Northlake Building, L.L.C., an Illinois limited liability company and Romajo Partners Limited Partnership, a Nevada limited partnership, as co-owners (collectively, the "Borrower") for the benefit of Aid Association for Lutherans, a Wisconsin corporation ("Mortgagee"),

RECITALS:

A. Pursuant to the terms and provisions of a Management Agreement dated September 27, 1994, Property Manager has agreed to manage and operate a certain parcel of property (the "Property") located at 505 North Northwest Avenue, Northlake, Illinois 60164, which is more particularly described in Exhibit A attached hereto and made a part hereof.

B. Borrower is the beneficial owner of the Property. Mortgagee as a condition to making a loan (the "Loan") to Borrower to be secured by a first mortgage (the "Mortgage") on the Property has requested the execution of this Agreement.

AGREEMENTS:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby assigns to Lender all of Borrower's right, title and interest in and to that certain Management Agreement ("Agreement") dated September 27, 1994 between Borrower and Property Manager, which Agreement relates to the management of the improvements located on the Property. No modification or termination of the Agreement shall be valid without the prior written consent of Lender, and any purported modification or termination thereof without such consent shall constitute a default under this Assignment. Property Manager consents to this Assignment and agrees to all provisions contained herein.

1. This Assignment is given as further security for Borrower's obligations to Lender in connection with Lender's \$6,750,000.00 first mortgage loan (the "Loan") to Borrower, evidenced by the promissory note of even date herewith made by American National Bank and Trust Company of Chicago, not personally but solely as trustee under Trust Agreement dated August 15, 1994 and known as Trust No. 118749-06 (the "Land Trust") and payable to the order of Lender in the principal face amount of \$6,750,000.00. By accepting this Assignment, Lender agrees that it will assert no rights under the Agreement unless and until an Event of Default occurs under the Loan or under any document securing or executed in connection with the Loan. Upon the occurrence of any such Event of Default, Lender shall be free to exercise all of the rights of

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COOK COUNTY, ILLINOIS
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Borrower and/or Property Manager under the Agreement, including but not limited to the right to designate the account to which all net income from the property covered by the Agreement is to be deposited and to terminate the Agreement upon giving the manger thirty (30) days prior written notice.

2. Property Manager, for itself, its subcontractors, successors and assigns and all parties claiming by, through or under Property Manager, hereby subordinates any and all rights which Property Manager may have to a mechanic's lien on or against the Property to Mortgagee's mortgage lien on the Property, which mortgage lien has been created by the Mortgage dated September 27, 1994 made by the Land Trust and recorded in Cook County, Illinois as Document Number 918,38864 and to any renewal, modification, substitution, extension or replacement thereof, and agrees that upon any foreclosure of the Mortgage or upon acceptance of a deed in lieu of such foreclosure the purchaser at the foreclosure sale or the grantee in such deed in lieu of foreclosure shall have the right to terminate the Agreement.

3. The agreements herein contained shall bind and inure to the benefit of the heirs, administrators, personal representatives, assigns and successors in interest of the parties hereto.

4. Nothing in the Agreement or in this Assignment, and no action by Lender pursuant hereto, shall be construed as imposing on Lender, or as constituting an assumption by Lender of, any obligation of Borrower under the Agreement.

5. This Agreement shall at all times be subject and subordinate in all respects to the Loan and to all renewals, modifications and extensions thereof.

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IN WITNESS WHEREOF, Property Manager has caused this Agreement to be executed and delivered as of the day first above written.

PROPERTY MANAGER:
NORTHLAKE BUILDING, L.L.C.,
an Illinois limited liability
company

By: Harvey Angell
Harvey Angell
Its: Manager

BORROWER:
NORTHLAKE BUILDING, L.L.C.,
an Illinois limited liability
company

By: Harvey Angell
Harvey Angell
Its: Manager

ROMAJO PARTNERS LIMITED PARTNERSHIP,
a Nevada limited partnership

By: Seymour Kessler
Seymour Kessler
Its: General Partner

MORTGAGEE:
AID ASSOCIATION FOR LUTHERANS,
a Wisconsin corporation

By: Wayne C. Streck
Wayne C. Streck
Its: Vice President Mortgages and
Real Estate

By: Kenneth E. Podell
Kenneth E. Podell
Its: Assistant Secretary

Prepared by and after
recording return to:

FOLEY & LARDNER
One IBM Plaza
Suite 3300
330 North Wabash
Chicago, IL 60611
Attn: Wesley N. Becker

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11/11/2011

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

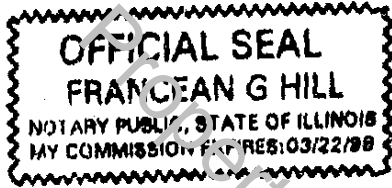
The foregoing Agreement was acknowledged before me on September 27, 1994, by Harvey Angell, Manager of Northlake Building, L.L.C., on behalf of Northlake Building, L.L.C.

Francine G. Hill

Notary Public

My Commission Expires:

3/22/98

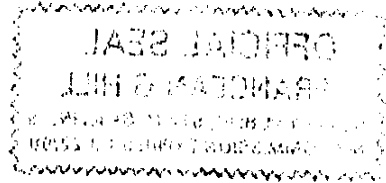


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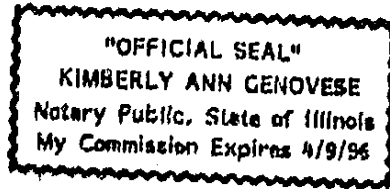
STATE OF ILLINOIS)
)
COUNTY OF Cook) SS.

The foregoing Agreement was acknowledged before me on September 11, 1994, by Seymour Kessler, General Partner of Romajo Partners Limited Partnership, on behalf of Romajo Partners Limited Partnership.

Kimberly A. Genovese
Notary Public

My Commission Expires:

April 9, 1996



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STATE OF WISCONSIN)
COUNTY OF Outagamie) SS.

The foregoing Agreement was acknowledged before me on September 20, 1994, by Wayne C. Streck and Kenneth E. Podell of Aid Association for Lutherans, on behalf of Aid Association for Lutherans.

Julie E. Rupp
Notary Public

My Commission Expires:

5-24-98

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EXHIBIT A

PARCEL 1:

ALL THAT CERTAIN TRACT OF LAND SITUATED IN THE WEST 1/2 OF FRACTIONAL SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SECTION 30 SAID LINE ALSO BEING THE DIVISION LINE BETWEEN DUPAGE COUNTY AND COOK COUNTY, A DISTANCE OF 1051.81 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THAT CERTAIN EASEMENT CONVEYED BY THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY TO THE THE COMMONWEALTH EDISON COMPANY BY EASEMENT DEED DATED JANUARY 16, 1957 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS AS DOCUMENT 16827903 ON FEBRUARY 18, 1957 IN BOOK 52875 ON PAGES 192-195; THENCE NORTH 70 DEGREES 11 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY OF SAID EASEMENT, A DISTANCE OF 338.80 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE PARALLEL WITH AND 60 FEET EAST OF (MEASURED AT RIGHT ANGLES) THE EAST RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY A DISTANCE OF 1147.84 FEET TO A POINT; THENCE CONTINUING ALONG THE LAST MENTIONED COURSE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 2500.00 FEET TO A POINT BEING THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO THE KROGER COMPANY BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY DEED DATED ON FEBRUARY 26, 1960 FOR A PLACE OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL CONVEYED TO THE KROGER COMPANY, A DISTANCE OF 911.99 FEET TO A POINT 94.0 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 40.0 FEET TO A POINT; THENCE SOUTH 15 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 346.50 FEET TO A POINT 150.0 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) THE CENTER LINE OF YARD TRACK NUMBER 834 AS NOW EXISTING OF THE CHICAGO AND NORTHWESTERN RAILWAYS PROVISIO YARD; THENCE SOUTH 4 DEGREES 16 MINUTES 49 SECONDS WEST ALONG A LINE PARALLEL WITH AND 150.0 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) SAID CENTER LINE OF YARD NUMBER 834, A DISTANCE OF 434.57 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 957.88 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ACCESS ROAD "C" SAID POINT ALSO BEING 60.0 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE EASTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF ACCESS ROAD "C" ALSO BEING A LINE 60.0 FEET EASTERLY OF (AS MEASURED PERPENDICULAR TO) THE EASTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY BEING A CURVE CONVEX WESTERLY AND HAVING A RADIUS OF 7597.44 FEET, A DISTANCE OF 415.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF ACCESS ROAD "C", A DISTANCE OF 392.84 FEET TO A PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 12 FEET (AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE) OF THE

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NORTHERLY 330 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID FRACTIONAL SECTION 31; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID FRACTIONAL 31, A DISTANCE OF 99.65 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 64 (COMMONLY KNOWN AS NORTH AVENUE) THENCE NORTH 88 DEGREES 20 MINUTES 15 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 64, A DISTANCE OF 555.85 FEET TO SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO BURNY BROTHERS, INC., BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY DEED DATED APRIL 1, 1960; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BURNY BROTHERS, INC., PROPERTY SAID LINE ALSO BRING THE EASTERLY LINE OF ACCESS ROAD "C" THE FOLLOWING 5 COURSES AND DISTANCES NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 43.52 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 192.0 FEET, A DISTANCE OF 143.73 FEET TO A POINT OF TANGENCY; THENCE NORTH 42 DEGREES 49 MINUTES 45 SECONDS WEST, A DISTANCE OF 115.47 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 188.0 FEET, A DISTANCE OF 138.66 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 206.35 FEET TO THE NORTHWEST CORNER OF SAID BURNY BROTHERS, INC., PROPERTY FOR A PLACE OF BEGINNING; THENCE NORTHERLY ALONG THE EASTERLY LINE OF ACCESS ROAD "C" THE FOLLOWING 4 COURSES AND DISTANCES; THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 563.37 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONVEX EASTERLY AND HAVING A RADIUS OF 7542.0 FEET, A DISTANCE OF 485.94 FEET TO A POINT OF TANGENCY; THENCE NORTH 4 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 94.22 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONVEX WESTERLY AND HAVING A RADIUS OF 7597.44 FEET, A DISTANCE OF 149.79 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO RADIO STEEL MANUFACTURING COMPANY, BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY A DEED DATED JANUARY 24, 1962; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID RADIO STEEL MANUFACTURING COMPANY PROPERTY, A DISTANCE OF 957.88 FEET TO THE SOUTHEAST CORNER OF SAID RADIO STEEL MANUFACTURING COMPANY PROPERTY SAID CORNER ALSO BEING A POINT 150.0 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) THE CENTER LINE OF YARD TRACK NUMBER 834 AS NOW EXISTING OF THE CHICAGO AND NORTHWESTERN RAILWAY CO'S PROVISO YARD; THENCE SOUTH 4 DEGREES 16 MINUTES 49 SECONDS WEST ALONG A LINE PARALLEL WITH AND 150.0 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) SAID CENTER LINE OF YARD TRACK NUMBER 834, A DISTANCE OF 1272.05 FEET TO A POINT ON THE NORTH LINE OF SAID BURNY BROTHERS, INC., PROPERTY, THENCE SOUTH 88 DEGREES 20 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF SAID BURNY BROTHERS, INC., PROPERTY, A DISTANCE OF 820.52 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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