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**RECORDING REQUESTED BY AND
RETURN TO WHEN RECORDED:**

Robert G. Koen, Esq.
LeBoeuf, Lamb, Greene & MacRae, L.L.P.
125 West 55th Street
New York, New York 10019

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. COOK COUNTY RECORDER

This space reserved for Recorder.

SUBORDINATION AGREEMENT

332

THIS AGREEMENT IS entered into by and among Tenant and Landlord, in favor of Mortgagee and affects the Property described in Exhibit A attached hereto. The terms "Tenant", "Landlord", "Mortgagee", "Lease", "Property", "Loan", "Note" and "Mortgage" are defined in the Schedule of Definitions attached hereto as Exhibit B. This Agreement is entered into with reference to the following facts:

RECITALS

- A. Landlord and Tenant have entered into the Lease covering the Property;
- B. Mortgagee is the beneficiary of the Mortgage;
- C. Tenant has agreed to subordinate the Lease to the lien of the Mortgage, it being the intention of the parties that the lien of the Mortgage be unconditionally and at all times prior and superior to the leasehold interest and estate created by the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Subordination.** Notwithstanding anything to the contrary set forth in the Lease, and notwithstanding the time of execution and recordation of the Mortgage and the Lease, the Lease and the leasehold estate created thereby and all of Tenant's rights thereunder shall be and shall at all times remain subject, subordinate and inferior to the Mortgage and the lien thereof, and all rights of Mortgagee thereunder and to any and all renewals, modifications, consolidations, replacements and extensions thereof.

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BOX 333-CTI

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2. **Acknowledgement and Agreement by Tenant.** Tenant acknowledges and agrees that:

(a) From and after the date hereof, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right:

(i) until it has given written notice of such act or omission to Mortgagee; and

(ii) until the same period of time as is given to Landlord under the Lease to cure such act or omission shall have elapsed following such giving of notice to Mortgagee and, if such cure cannot be accomplished without Mortgagee obtaining possession of the Property, and as long as Mortgagee is diligently enforcing its rights under the Mortgage to obtain possession of the Property, following the time when Mortgagee shall have become then so entitled to remedy the same.

(b) It has notice that the Lease and the rent and all other sums due thereunder have been assigned to Mortgagee as security for the Mortgage. In the event that Mortgagee notifies Tenant of a default under the Mortgage and demands that Tenant pay its rent and all other sums due under the Lease to Mortgagee, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Mortgagee or as otherwise required pursuant to such notice.

(c) It shall send a copy of any notice of default under the Lease to Mortgagee at the same time such notice of default is sent to Landlord.

(d) It has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had, or hereafter acquires, any such right or option, the same is hereby acknowledged to be subject and subordinate to the Mortgage and is hereby waived and release as against Mortgagee.

(e) That, except as provided in the Lease, no rent under the Lease has been paid more than one (1) month in advance of its due date.

(f) That Tenant, as of this date, has no charge, lien or claim of offset under the Lease or otherwise, against the rents or other charges due or to become due to Landlord thereunder.

3. **Foreclosure and Sale.** In the event of foreclosure of the Mortgage, or upon a transfer of the Property by conveyance in lieu of foreclosure, then upon the election of the Mortgagee, by delivery of written notice to Tenant, the Lease shall terminate and Tenant shall deliver possession of the Property to Mortgagee.

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4. **Notice.** All notice hereunder to Mortgagee shall be deemed to have been duly given if mailed by United States registered or certified mail, with return receipt requested, postage prepaid to Mortgagee at its address set forth in Exhibit B attached hereto (or at such other address as shall be given in writing by Mortgagee to Tenant) and shall be deemed complete upon any such mailing.

5. **Miscellaneous.**

(a) Noting contained in this Agreement shall be construed to derogate from or in any way impair or affect the lien and charge or provisions of the Mortgage.

(b) In the event that Mortgagee shall acquire title to the Property, Mortgagee shall have no obligations, nor incur any liability, beyond Mortgagee's interest, if any, in the Property, and Tenant shall look exclusively to Landlord for any liability owing to Tenant, and Mortgagee is hereby released and relieved of any other obligations hereunder and under the Lease.

(c) This Agreement shall inure to the benefit of the parties hereto, their respective successors and permitted assigns; provided, however, that in the event of the assignment or transfer of interest of Mortgagee, all obligations and liabilities of Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Mortgagee's interest is assigned or transferred.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement as of June 1, 1995, 1995.

TENANT:

BELHAVEN, INC., an Illinois corporation

By: [Signature]

Its: [Signature]

LANDLORD:

BELHAVEN ASSOCIATES, LTD.,
an Illinois limited partnership

By: [Signature]

Its General Partner

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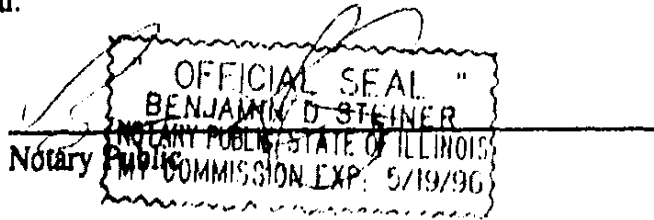
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On June 24, 1995, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared RICHARD C. HASKELL, known to me to be the President of BELHAVEN, INC., an Illinois corporation, the corporation that executed the foregoing instrument and known to me to be the person who executed said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same pursuant to its By-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



My Commission expires:

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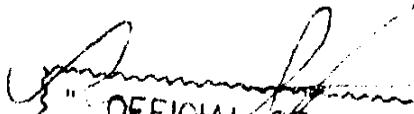
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On June 7, 1995, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared RICHARD C. HASKELL, known to me to be the general partner of BELHAVEN ASSOCIATES, LTD., an Illinois limited partnership, the partnership that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said limited partnership, and acknowledged to me that such limited partnership executed the same.

WITNESS my hand and official seal.


"OFFICIAL SEAL"
Notary Benjamin D. Steiner
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 5/19/96

My Commission expires:

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 3 TO 9, BOTH INCLUSIVE AND LOTS 25 TO 33, BOTH INCLUSIVE, ALL IN DAVOL'S SUBDIVISION OF LOTS 1 TO 11 IN BLOCK 'F' IN MORGAN PARK IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF SAID LOT 25 TOGETHER WITH THE SOUTH 15.08 FEET OF LOT 26 LYING WEST OF A LINE DRAWN 71.31 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 25 AND 80.75 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 25 AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT 25, SAID LINE BEING PERPENDICULAR TO THE SOUTH AND NORTH LINES OF SAID LOT 25), ALL IN COOK COUNTY, ILLINOIS.

Address of Property: 11401 South Oakley Avenue
Chicago, Illinois 60627

P.I.N. No. 25-19-110-040

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EXHIBIT B

SCHEDULE OF DEFINITIONS

"Mortgagee" shall mean Yamaichi International (America), Inc., a Delaware corporation. All notices hereunder to Mortgagee shall be mailed to:

Yamaichi International (America), Inc.
Two World Trade Center
Suite 9650
New York, New York 10048
Attention: Mr. Robert G. Spampata, Jr.

"Mortgage" shall mean the Mortgage and Security Agreement dated as of June 1, 1995, encumbering the Property, executed by Belhaven Associates, Ltd. ("Landlord"), as Mortgagor, in favor of Mortgagee, recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

"Landlord" shall mean Belhaven Associates, Ltd., an Illinois limited partnership, having an office at % Realcom Development Group, Inc., 6300 River Road, Des Plaines, Illinois 60018.

"Lease" shall mean a certain lease entered into by and among Landlord and Tenant dated as of May 1, 1985, covering the Premises.

"Property" shall mean the real property described in Exhibit A attached to the Subordination Agreement to which this Exhibit B is attached, together with the improvements thereon.

"Tenant" shall mean Belhaven, Inc., an Illinois corporation, having an office at 6300 River Road, Des Plaines, Illinois 60018.

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