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DEPT-01 RECORDING 637.00
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97747 & JM #95-516157
COOK COUNTY RECORDER

SUBORDINATION OF LEASE AGREEMENT

7531208 4 of 5
SR DL 94064695 Roberts

37.00

This Agreement is entered into as of the 1st day of August, 1995 between GLENVIEW STATE BANK, an Illinois banking corporation ("Lender"); Netcom, Inc. an Illinois corporation ("Tenant"); and Netcom Properties, Inc. ("Landlord").

Recitals:

- A. Landlord is the record title owner of the real estate and improvements legally described on attached Exhibit A ("Premises").
- B. Landlord has requested and Lender has granted a loan to Landlord.
- C. Tenant has executed and delivered to Lender a Continuing Guaranty, guarantying all of the liabilities of the Landlord to the Lender.
- D. The loan granted to Landlord by Lender is evidenced by a certain Promissory Note and is secured by a Mortgage and Security Agreement ("Mortgage") and Assignment of Leases, Rents and Security Deposits ("Assignment") and Uniform Commercial Code Financing Statements creating liens and encumbrances upon the Premises.
- E. Any and all Promissory Notes evidencing any loans by Lender to Landlord and any such Mortgages, Assignments, Guarantees and Uniform Commercial Code Financing Statements as described in paragraph C and D hereinabove, together with any extensions, modifications, amendments, substitutions and renewals thereof, shall hereinafter be collectively referred to as "Loan Documents."
- F. Landlord is the Lessor under a certain Lease dated August 2, 1995, with Tenant for the Premises ("Lease").
- G. Lender would not extend or make any loans to Landlord unless Tenant agrees to this full Subordination of its Lease and its rights thereunder.

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BOX 333-CTI

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Agreement:

NOW, THEREFORE, in consideration of any loans, extensions of credit or financial accommodations heretofore, now or hereafter granted to Landlord by Lender and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Recitals above are hereby incorporated by reference and made a part hereof as though fully set forth herein.

2. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant in and to said Premises are and shall be subject and subordinate to the Loan Documents and to all of the terms and conditions contained therein, and to any renewals, modifications, replacements, consolidation, and extensions thereof; and

3. Tenant consents to the Loan Documents and, in the event of the commencement of any proceeding of foreclosure of said Loan Documents, or in the event Lender comes into possession or acquires title to the Premises as a result of the enforcement of foreclosure of the Loan Documents or as a result of any other means Tenant agrees that Lender, at its option and in its sole discretion, may terminate the Lease and dispossess Tenant from the Premises.

4. In the event Lender exercises its option to terminate the Lease and dispossess Tenant from the Premises, Tenant's right to possession of the Premises and Tenant's right to remain in quiet and peaceful possession of the Premises throughout the full term of the Lease shall terminate at 12:01 a.m. on the fifteenth (15th) day after the Notice of Termination of the Lease is served upon Tenant by Lender. For purposes hereof, service of the Notice of Termination of the Lease may be made by Lender in any of the following manners:

(a) Upon the mailing of the Notice of the Termination of the Lease to Tenant by U.S. mail, postage prepaid, certified mail, return receipt requested, addressed to Netcom, Inc. at 599 South Wheeling Road, Wheeling, Illinois 60090, or upon personally serving the Notice of Termination of the Lease upon Tenant.

The verification of the service of the Notice of Termination of the Lease by Lender shall be conclusive evidence of the service of the Notice of Termination of the Lease.

5. Regardless of any term, provision, condition, covenant, representation or warranty contained in the Lease, Lender shall not at any time be liable to Tenant for any amounts due Tenant as a result of the Termination of the Lease, whether provided for by the Lease, operation of law, applicable law or otherwise, including but not limited to actual, special, compensatory or consequential damages. Tenant waives and releases Lender from any and all rights, claims, demands, actions or causes of action, which Tenant may have against Lender as a result of the Termination of the Lease by Lender whether such right, claim, demand, action or cause of action arises as a result of any term, provision, condition, representation or warranty contained in the Lease or by operation of law or by applicable law.

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6. In the event Tenant fails to voluntarily surrender possession of the Premises to Lender upon Termination of the Lease by Lender, Tenant agrees to pay to Lender all costs and expenses, including but not limited to attorneys' and paralegal fees incurred by Lender in any action commenced by Lender to dispossess Tenant or to obtain possession of the Premises from Tenant. Tenant shall be liable to Lender for any damage caused to the Premises by Tenant.

7. Until such time as Lender exercises its rights hereunder to terminate the Lease and dispossess Tenant from the Premises, Tenant agrees with Lender and Landlord that in the event the interest of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings, or by any future lien against Landlord's estate in the Premises or in the event Landlord conveys its estate in the Premises or in the event that Landlord's estate in the Premises passes to any other person, firm or corporation by operation of law or any other means then in any such events, Tenant shall be bound to Lender or such purchaser, grantee or other successor to Landlord's estate under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefore in the Lease with the same force and effect as if Lender or such purchaser, grantee or other successor were the Landlord under the Lease and Tenant does hereby agree to attorn to Lender, purchaser, grantee or other successor succeeding to the interest of the Landlord in the Premises.

8. Tenant agrees with Lender that if Lender shall succeed to the interest of Landlord under the Lease, Lender shall not be (a) liable for any action or omission of Landlord under the Lease; (b) subject to any offsets or defenses which Tenant might have against Landlord or subject to any claims, demands, actions or causes of action which Tenant might have against Landlord; (c) bound by any rent or additional rent which Tenant might have paid to Landlord more than one month in advance; (d) bound by any security deposit which Tenant may have paid to Landlord, unless such deposit is in an escrow fund available to Lender; or (e) bound by any term, provision or condition of the Lease or any sublease or any amendment or modification of the Lease or any sublease.

9. In the event that Landlord shall default in the performance or observance of any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender and Lender shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease, including without limitation any action in order to terminate, rescind or void the Lease or to withhold any rental thereunder for a period of ninety (90) days after receipt of such written notice thereof by Lender with respect to any such default capable of being cured by the payment of money and for a period of one hundred eighty (180) days after receipt of such written notice thereof by Lender with respect to any other such default (provided, that in the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within such 180-day period, if Lender shall proceed promptly to cure the same and thereafter shall prosecute the curing of such default with diligence, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of same with diligence).

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10. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns and sublessees. As used herein, the term "Tenant" shall include Tenant, its successors and assigns and sublessees; the term "Landlord" shall include Landlord, any prior landlord, and any successors or assigns of Landlord or any prior landlord; the words "foreclosure" and "foreclosure sale", as used herein, shall be deemed to include the acquisition of Landlord's estate in the Lease and/or Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include Lender herein specifically named and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest in the Lease and/or Premises by, through or under foreclosure of the Mortgage or Loan Documents.

11. If any provision of this Agreement is held to be void or unenforceable, such provision shall be deemed omitted from this Agreement, and with such provision omitted, this Agreement shall remain in full force and effect.

12. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original but all of which together shall constitute but one and the same instrument.

13. This Agreement shall not be modified or amended except in writing signed by all parties hereto.

14. It is expressly understood and agreed by the parties hereto that the Lease between the Tenant and the Landlord and all of the Tenant's and Landlord's rights thereunder are expressly subordinate to the Loan Documents and the Loan Documents shall be construed to have been executed, delivered, recorded and filed prior to the execution of the Lease and the Tenant obtaining any rights under the Lease or rights and interests in and to the Premises.

LANDLORD AND TENANT ACKNOWLEDGE THAT THIS AGREEMENT IS BEING ACCEPTED BY LENDER IN PARTIAL CONSIDERATION OF LENDER'S RIGHT TO ENFORCE IN THE STATE OF ILLINOIS AND THE COUNTY OF COOK THE TERMS AND PROVISIONS HEREBUNDER AND ALL RELATED DOCUMENTS AND AGREEMENTS DELIVERED TO LENDER IN CONNECTION WITH THIS AGREEMENT AND ANY EXTENSION OF CREDIT TO LANDLORD; LANDLORD AND TENANT CONSENT TO JURISDICTION IN, AND CONSTRUCTION OF, THIS AGREEMENT UNDER THE LAWS OF THE STATE OF ILLINOIS AND VENUE IN THE COUNTY OF COOK FOR SUCH PURPOSES; LANDLORD AND TENANT WAIVE ANY AND ALL RIGHTS TO CONTEST JURISDICTION AND VENUE OF THE STATE OF ILLINOIS AND COUNTY OF COOK OVER LANDLORD AND TENANT FOR THE PURPOSES OF ENFORCING THIS AGREEMENT AND ALL RELATED DOCUMENTS DELIVERED IN CONNECTION WITH THIS AGREEMENT; AND LANDLORD AND TENANT WAIVE ANY AND ALL RIGHTS TO COMMENCE ANY ACTION, WHETHER BY COMPLAINT, COUNTERCOMPLAINT, CROSSCOMPLAINT OR COUNTERCLAIM WITH RESPECT TO THIS AGREEMENT OR ANY DOCUMENTS DELIVERED IN CONNECTION WITH THE EXTENSION OF CREDIT AGAINST LENDER IN ANY JURISDICTION OTHER THAN IN THE STATE OF ILLINOIS AND IN THE COUNTY OF COOK. NOTHING, HOWEVER, SHALL AT ANY TIME PREVENT LENDER FROM COMMENCING ANY

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PROCEEDING TO ENFORCE ITS RIGHTS IN ANY JURISDICTION OR VENUE IN WHICH ANY COLLATERAL IN WHICH LENDER IS GRANTED A LIEN OR SECURITY INTEREST IS LOCATED.

LANDLORD, TENANT AND LENDER WAIVE ALL RIGHTS TO TRIAL BY JURY.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.

GLENVIEW STATE BANK

By: Richard J. Hester
Its: SVP

NETCOM, INC.

By: [Signature]
Its: President

By: [Signature]
Its: V.P.

NETCOM PROPERTIES, INC.

By: [Signature]
Its: President

By: [Signature]
Its: V.P.

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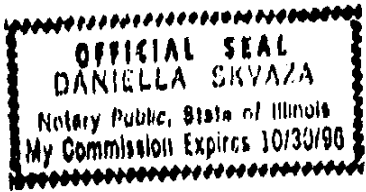
STATE OF ILLINOIS

COUNTY OF Cook

I, DANIELLA SKVAZA, a Notary Public in and for the County and State aforesaid, do hereby certify that E. ALVORD and JOHN VICTOR whose names are as PRESIDENT and VICE PRESIDENT respectively, of NETSA INC. an ILLINOIS corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of August, 1999.

Daniella Skvaza
NOTARY PUBLIC



My Commission Expires: 10-30-00

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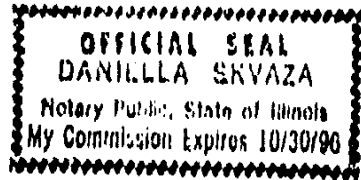
STATE OF ILLINOIS

COUNTY OF Cook

I, DANILLA SKVAZA, a Notary Public in and for the County and State aforesaid, do hereby certify that RICHARD C. SLATER, personally known to me to be the same person whose name is as SENIOR VICE PRESIDENT of Glenview State Bank, an Illinois banking corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of August, 1995.

Danilla Skvaza
NOTARY PUBLIC



My Commission Expires: 10-30-96

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STATE OF ILLINOIS

COUNTY OF Cook

I, DANIELLA SKVAZA, a Notary Public in and for the County and State aforesaid, do hereby certify that E. PRUDOM'S and JOHN VICTOR, personally known to me to be the same persons whose names are as PRESIDENT and VICE PRESIDENT, respectively, of NETRAN PROPERTIES, INC., an ILLINOIS corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of August, 1995.

DANIELLA SKVAZA
NOTARY PUBLIC



My Commission Expires: 10-30-00

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2024-11-18

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EXHIBIT A 03-11-004-0000

LOT 7 (EXCEPT THE WEST 15.25 FEET THEREOF) AND ALL OF LOT 8 IN BLOCK 1 IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT NUMBER LR.1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NUMBER LR.1713481, IN COOK COUNTY, ILLINOIS.

P.I.N. 03-11-004-0000

03-11-004-0000

Common Address: 399 South Wheeling Road
Wheeling, Illinois 60090

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